



Department of
Design and
Construction

PROJECT ID:

P109STARA

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:

Starlight Park Comfort Station

LOCATION:
BOROUGH:
CITY OF NEW YORK

1700 Sheridan Expressway
Bronx 10459

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

DPR

Gray Organschi Architect



Date:

June 20, 2017

17-112

FHWA FUNDED PROJECT

NOTICE TO BIDDERS

AS INDICATED ON THE SPECIAL NOTICE TO BIDDERS (BID BOOKLET PAGE 2), BIDS MUST BE SUBMITTED WITH:

- **DEBARMENT HISTORY CERTIFICATION**
- **DBE SCHEDULE OF UTILIZATION**

A template for the DBE Schedule of Utilization is provided on the next page.

AAP19

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20250

NYCDDC

RENU CONTRACTING + RESTORATION

1949 6BS-04

B-S TRAIN WORKS

243,200.10

Subcontract

100%	248,200.00
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248,000

8102/1/9

MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. P109STARA**

I, Michael Peck, Treasurer, being duly sworn, certifies that,
(PRESIDENT OF AUTHORIZED OFFICIAL)

except as noted herein, Renu Contracting & Restoration, Inc any person
(THE COMPANY)

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

does not have a proposed debarment pending; and

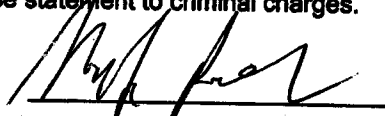
has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS AS
NECESSARY)**

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

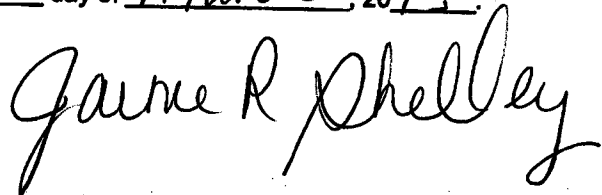
Michael Peck
(PRINT NAME)

Treasurer
(TITLE)


(SIGNATURE)

3/27/2018
(DATE)

Subscribed and sworn to before me this 27th day of March, 2018.



JAIME R. SHELLEY
Notary Public, State of New York
Registration No. 01SH6196186
Qualified in Suffolk County
My Commission Expires November 10, 2020

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.

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.

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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.

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PROJECT ID: P109STARA

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

BID BOOKLET

TABLE OF CONTENTS

PART A	page
1. Special Notice to Bidders.....	2
2. M/WBE Program: M/WBE Utilization Plan.....	5
3. Bid Form.....	10
4. Affirmation.....	15
5. Bidder's Identification of Subcontractors.....	16
6. Bid Bond.....	18
7. Contractor's Bid Breakdown	21
8. Attachment 1 - Bid Information.....	22
 PART B	
9. Safety Questionnaire.....	23
10. Pre-Award Process	26
11. Project Reference Form.....	28
12. Contract Certificate.....	31
13. Confirmation of Vendex Compliance.....	32
14. Iran Divestment Act Compliance Report.....	33
15. Construction Employment Report.....	35

**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)
- Debarment History Certification (See Page TF-J1 in the FHWA Funding Attachments in Volume 2)
- DBE Schedule of Utilization (See Volume 1; see also Page TF-D6 in the FHWA Funding Attachments in Volume 2)

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
- Disclosure of Lobbying Activities (if applicable) (See Page TF-J3 in the FHWA Funding Attachments in Volume 2)
- 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.

**BID BOOKLET
PART A**

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SPECIAL EXPERIENCE REQUIREMENTS

Special Experience Requirements apply as indicated below.

Bidder(s):	General Construction	<u> X </u>	YES	<u> </u>	NO
Specific Areas of Work:	General Construction	<u> X </u>	YES	<u> </u>	NO
Manufacturer(s):	General Construction	<u> X </u>	YES	<u> </u>	NO

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

- Section 075300: Membrane Roofing and Roof Insulation
 - Section 076100: Metal Roofing and Flashing
- (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.
- 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.
- 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.

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

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

General Construction

- Section 075300: Membrane Roofing and Roof Insulation
- (2) Special experience requirements applicable to the manufacturer(s) of specified material or equipment are summarized below. Such experience requirements are set forth in full in the Addendum to the General Conditions.
- The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.

Qualification Form

Project ID: P109STARA

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: Renu Contracting & Restoration, Inc.

Name of Project: 2014 Bond Issue Capital Improvement Program Phase 2

Location of Project: Gelinas Jr High School & Murphy Jr High School

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

Name: John A Grillo

Title: Architect

Phone Number: (631) 476-2161

Brief description of work completed: Interior Renovation

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

Amount of Contract: \$3,774,744.00

Date of Completion: _____

Name of Contractor: Renu Contracting & Restoration, Inc

Name of Project: Atria Assisted Living East Northport

Location of Project: 10 Cheshire Pl., East Northport NY 11731

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

Name: Tom Paine

Title: _____

Phone Number: (631) 501-5234

Brief description of work completed: Addition and Full Interior Renovation

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

Amount of Contract: \$9,719,925.66

Date of Completion: 2/2016

Qualification Form

Project ID: P109STARA

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: Renu Contracting & Restoration, Inc.

Name of Project: Paramount Theatre

Location of Project: 370 New York Ave., Huntington, NY 11743

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

Name: Dominick Catoggio

Title: Owner

Phone Number: (631) 433-9594

Brief description of work completed: Interior Renovation

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

Amount of Contract: \$4,500,000.00

Date of Completion: 10/2011

Name of Contractor: Renu Contracting & Restoration, Inc.

Name of Project: Bellmore Merrick CHSD - Bond Referendum Phase II

Location of Project: District Wide

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

Name: Bob Caliendo, SCC

Title: _____

Phone Number: (631) 567-0200

Brief description of work completed: Interior Renovations

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

Amount of Contract: \$1,988,850.00

Date of Completion: _____

Qualification Form

Project ID: P109STARA

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: Minelli Construction

Name of Project: Morris HS

Location of Project: 1110 Boston Road, Bronx NY

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

Name: SCA - Superstructures

Title: _____ Phone Number: _____

Brief description of work completed: Complete Facade Restoration

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

Amount of Contract: \$15,000,000.00

Date of Completion: 2013

Name of Contractor: Minelli Construction

Name of Project: Jones Beach Tower

Location of Project: 1 Beach Parkway, Wantagh, NY

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

Name: NYS Parks Dept

Title: _____ Phone Number: _____

Brief description of work completed: Complete Facade Restoration

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

Amount of Contract: \$6,000,000.00

Date of Completion: 2012

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 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 intent 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.

Tax ID #: _____

APT E-

PIN#: 85018B0100

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan**Part I: M/WBE Participation Goals**

Part I to be completed by contracting agency

Contract Overview

APT E-Pin #	<u>85018B0100</u>	FMS Project ID#:	<u>P109STARA</u>
Project Title/Agency	<u>Starlight Park Comfort Station</u>		
PIN #	<u>8502016QB0004C</u>		
Bid/Proposal Response Date:	<u>FEBRUARY 14, 2018</u>		
Contracting Agency	<u>Department of Design and Construction</u>		
Agency Address	<u>30-30 Thomson Avenue</u>	City	<u>Long Island City</u>
		State	<u>NY</u>
		Zip Code	<u>11101</u>
Contact Person	<u>Brandon A. Milliner</u>	Title	<u>MWBE Liaison & Compliance Analyst</u>
Telephone #	<u>(718) 391-1416</u>	Email	<u>millinebr@ddc.nyc.gov</u>

Project Description (attach additional pages if necessary)

Construction of Single-Story 1500SF Comfort Station to include Men's and Women's Restrooms, Garage for Maintenance Vehicles and Equipment. Building is constructed of Concrete Block and steel frame with glazed brick exterior finish and zinc tile roof. Trades to be involved include Sitework, Concrete, Masonry, Steel Framing, Rough Carpentry as well as finish work.

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	
<u>Unspecified *</u>	<u>Exempt</u>	<u>%</u>
or		
Black American	<u>Unspecified</u>	<u>%</u>
Hispanic American	<u>Unspecified</u>	<u>%</u>
Asian American	<u>Unspecified</u>	<u>%</u>
Women	<u>Unspecified</u>	<u>%</u>
Total Participation Goals	Exempt	%

Line 1

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

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Tax ID #: _____

APT E-

PIN#: 85017B0116**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 # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.**PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS**

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value \$ _____	X	Agency Total Participation Goals (Line 1, Page 6) _____	=	Calculated M/WBE Participation Amount \$ _____ Line 2
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PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

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

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

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

✓ Scopes of Subcontract Work

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 York (Section 6-129), and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____
 APT E-PIN # (for this procurement): _____ Contracting Agency: _____

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

%

Agency M/WBE Participation Goal

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

%

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

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

- ☐ Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- ☐ Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- ☐ Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

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

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

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

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

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

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

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

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: _____ %

#2

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: P109STARA

Starlight Park Comfort Station
1700 Sheridan Expressway
Bronx 10459

Name of Bidder: Renu Contracting & Restoration, Inc.

Date of Bid Opening: 2/14/2018

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

Place of Business of Bidder: 1215 Sunrise Highway, Copiague, NY 11726

Bidder's Telephone Number: (631) 782-1020 Bidder's Fax Number: (631) 842-1860

Bidder's Email Address: mp@renunyny.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: Michael VanDenburg
49 White Birch Circle, Miller Place, NY

Name and Home Address of Secretary: Scott Colletti
44 Old Field Rd., Setauket, NY

Name and Home Address of Treasurer: Michael Peck
3 Prairie Rd., Huntington Station, NY

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 it 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: P109STARA

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, 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

\$1,241,000.00 +

\$1,241,000.00

Total Price for Item A= \$ 2,482,000.00

TOTAL BID PRICE (Add A)
(a/k/a BID PROPOSAL)

\$2,482,000.00
BB 3/27/18

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: Renu Contracting & Restoration, Inc

By: Michael Peck

(Signature of Partner or corporate officer) Michael Peck, Treasurer

Attest: Scott Colletti, Secretary
(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Suffolk ss:

Michael Peck

_____ being duly sworn says:

I am the Treasurer of the above named corporation whose name is subscribed to and which executed
the foregoing bid. I reside at Huntington Station, NY

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

Michael Peck
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
13th day of February, 2018

Jame R. Shelley
Notary Public

JAME R. SHELLEY
Notary Public, State of New York
Registration No. 01SH6196186
Qualified in Suffolk County
My Commission Expires November 10, 2020

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: Renu Contracting & Restoration, Inc.

Address: 1215 Sunrise Hwy

City: Copague

State: NY

Zip Code: 11726

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

20-5296551

By: _____

Signature: Michael Peck

Title: Michael Peck, Treasurer

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 submitted 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 Plan), 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: P109STARA

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

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

1. PLUMBING CONTRACTOR:

Description of Plumbing Work:

Seaford Avenue Plumbing

(Print Name)

Plumbing

Agreed amount to be paid Subcontractor: \$ 150,000.00

2. HVAC CONTRACTOR:

Description of HVAC Work:

Conair

(Print Name)

Mechanical

Agreed amount to be paid Subcontractor: \$ 92,400.00

3. ELECTRICAL CONTRACTOR:

Description of Electrical Work:

Milad Contracting

(Print Name)

Electric

Agreed amount to be paid Subcontractor: \$ 220,000.00

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



(Bidder's Signature)

Michael Peck

(Print Name)

1215 Sunrise Highway, Copiague, NY 11726

(Address)

Treasurer

(Title)

(631) 782-1020

(Phone #)

(631) 842-1860

(Fax#)

3/27/2018

(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,

Renu Contracting & Restoration, Inc.
1215 Sunrise Highway, Copiague, New York 11726

hereinafter referred to as the "Principal", and

OBE Insurance Corporation
55 Water Street, New York, New York 10041

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 the Total Amount Bid

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for P109STARA:

Starlight Park Comfort Station

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 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 14th day of February, 2018

(Seal)

Renu Contracting & Restoration, Inc.

(L.S.)

Principal

By:

Michael P. H.
Michael P. H., Treasurer

(Seal)

QBE Insurance Corporation

Surety

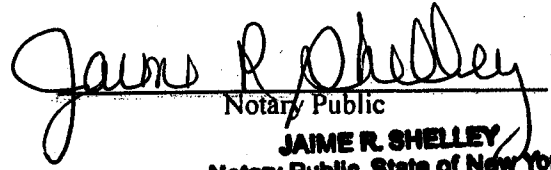
By:

Anthony Joseph Panno, Attorney-in-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Suffolk ss:
On this 13th day of February, 2013, before me personally came
Michael Peck to me known, who, being by me duly sworn, did depose and say that he
resides at Huntington Station, NY
that he is the Treasurer of Renu Contracting & Restoration, 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.


Notary Public

JAIME R. SHELLEY
Notary Public, State of New York
Registration No. 01986196185
Qualified in Suffolk County
My Commission Expires November 10, 2020

ACKNOWLEDGEMENT OF PRINCIPAL IF A CORPORATION

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

Individual
Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same.

My commission expires _____

Notary Public

Firm Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and _____ thereupon acknowledged to me that _____ executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that _____ is the _____ of _____ the corporation described in and which executed the above instrument; that _____ knows and seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that _____ signed _____ name thereto by like order.

My commission expires _____

Notary Public

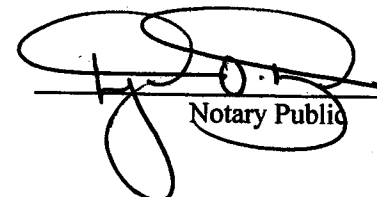
Surety Acknowledgment

State of New Jersey
County of Essex

On this 14th day of February, 2018, before me personally came Anthony Joseph Panno to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of QBE Insurance Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under then Standing Resolutions thereof.

My commission expires _____

LYDIA O. BAKER
Notary Public of New Jersey
My Commission Expires 1/3/2023
ID# 2428497



Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Anthony Joseph Panno of Chadler Solutions, Inc. of Fairfield, NJ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 15, 2017.

Attest:

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

QBE INSURANCE CORPORATION

By:

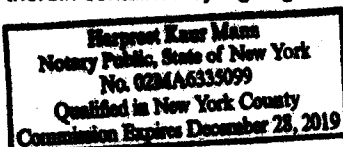
Matt
Matt Curran
Senior Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

)
)SS.:
)

On this December 15, 2017, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of February 2018.

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2016

(In thousands)

ADMITTED ASSETS

	As of Dec 31, 2016
Cash and invested assets	\$ 1,301,981
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	269,857
Reinsurance recoverable on paid losses and loss adjustment expenses	148,640
Funds held by ceding companies	421
Net deferred tax asset	85,281
Investment income due and accrued	3,903
Receivables from parent, subsidiaries and affiliates	261,832
Other assets	253,053
TOTAL ADMITTED ASSETS	\$ 2,324,968

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 724,466
Unearned premiums	332,089
Reinsurance payable on paid loss and loss adjustment expenses	7,620
Ceded reinsurance premiums payable, net of commissions	293,473
Other expenses	2,544
Commissions payable	57,108
Funds held under reinsurance	6,113
Taxes, licenses and fees	2,067
Remittances and items not allocated	4,071
Payable to parent, subsidiaries and affiliates	170,311
Provision for reinsurance	4,152
Retroactive reinsurance	0
Amounts withheld or retained for account of others	(197)
Other liabilities	(27,794)
Total Liabilities	\$ 1,576,023

Capital and Surplus

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	788,175
Special surplus funds	0
Unassigned funds (deficit)	(44,118)
Total capital and surplus	\$ 748,945

TOTAL LIABILITIES AND CAPITAL AND SURPLUS**\$ 2,324,968**

I, Brett Halsey, Senior Vice President of QBE Insurance Corporation hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2016, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATION

By: Brett Halsey
Brett Halsey, Senior Vice PresidentSubscribed and sworn to me this 22nd day of March, 2017

Harpreet Kaur Mann
Notary Public, State of New York
No. 02MA6335099
Qualified in New York County
Commission Expires December 28, 2019

By: Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

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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Department of
Design and
Construction

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION

Project: Starlight Park Comfort Station
Location: 1700 Sheridan Expressway, Bronx, NY 10459
Bidder: Renu Contracting & Restoration, Inc.

DDC ID: P109STARA
Sponsor Agency: DPR

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
02 00 00	EXISTING CONDITIONS							
	TEMPORARY EXTERIOR PROTECTION (FENCING, BARRICADES, ETC.)	1	LS					10,000-
02 41 13	SELECTIVE SITE REMOVALS							
	REMOVE CHAIN LINK FENCE	50	LF					1500-
	CUT DOWN / REMOVE EXISTING SHEET PILING (DEPTH UNKNOWN)	567	LF					10,000-
	DEMOLISH MISCELLANEOUS EXISTING SITE FEATURES	1	LS					8500-
	LOAD / HAUL DEBRIS	1	LS					5,275-
	TOTAL EXISTING CONDITIONS							
03 00 00	CONCRETE							
03 30 00	CAST IN PLACE CONCRETE							
	NEW REINFORCED CONCRETE STRIP FOOTINGS - 1'-0" X 4'-0"	35	CY					26,250-
	NEW REINFORCED CONCRETE FOUNDATION WALLS	33	CY					24,750-
	2" RIGID INSULATION AT NEW FOUNDATION WALLS	540	SF					14,820-
	1' THK CRUSHED STONE AT FOOTING	62	CY					6,800-
	NEW 5" REINFORCED CONCRETE SLAB ON GRADE - 1,010 SF	16	CY					3,800-
	NEW 6" SUB-BASE	19	CY					1,900-
	NEW REINFORCED CONCRETE FOUNDATION FOR SITE STAIRS	4	CY					2,000-
	TOTAL CONCRETE							
04 00 00	MASONRY							
04 20 00	UNIT MASONRY							
	NEW EXTERIOR WALL							
	GLAZED BRICK VENEER, 1" AIR GAP, 2" RIGID INSULATION, BITUMINOUS COATING ON EXTERIOR FACE OF CMU, 8" CMU (FULLY-GROUTED), 2"	2005	SF					322,159-
	RIGID INSULATION							
	INTEGRATED BRICK VENTS / FRESH AIR INTAKES (GARAGE)	58	SF					
	NEW INTERIOR WALL	19	SF					
	8" CMU PARTITION (FULLY GROUTED)	422	SF					



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	2" INSULATION ON TOILET SIDE		SF					32,359-
	TOTAL MASONRY							
	METALS							
05 00 00	STRUCTURAL STEEL FRAMING							
05 12 00	NEW STRUCTURAL STEEL FRAMING (INCL. CANOPY STIFFENERS AND GARAGE DOOR AND WINDOW HEADERS)	11,500	LBS					
	NEW STEEL TYPE "J" JOISTS	830	LBS					
	NEW 1/2" STEEL PLATE CANOPY	1600	LBS					
	FULL MOMENT CONNECTION OF THREE BEAMS	2	LOC					
05 31 00	STEEL DECKING incl. w/ 05 12 00							
05 50 00	MISCELLANEOUS METALS							
	NEW REMOVABLE METAL GRATE ON STEEL ANGLES (AT HOUSE TRAP)	1	EA					
	NEW ROOF SCUPPER ABOVE WINDOW	1	LOC					
	MISCELLANEOUS STEEL SUPPORTS (ANGLES, PLATES, ANCHORS, ETC.)	1	LS					
05 52 00	DECORATIVE RAIL SYSTEMS							
	NEW PAINTED GALVANIZED STEEL RAILING AT STAIR / PLAZA	20	LF					112,280-
	TOTAL METALS							
06 00 00	WOODS, PLASTICS AND COMPOSITES							
06 20 00	CARPENTRY							
	MISCELLANEOUS ROUGHING AND BLOCKING	1	LS					500-
06 20 23	CABINETRY AND MILLWORK							
	NEW BUILT-IN P.LAM. OFFICE DESK / WORK SURFACE	7	LF					1000-
	TOTAL WOOD, PLASTICS AND COMPOSITES							
07 00 00	THERMAL AND MOISTURE PROTECTION							
07 12 00	BELOW SLAB VAPOR RETARDER	400						
	VAPOR BARRIER UNDER NEW SLAB ON GRADE	1610	SF					95,250
07 21 00	THERMAL INSULATION incl. w/ 04 20 00	20	5T					300-



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07 27 00	VAPOR/AIR BARRIER MEMBRANE incl. w/ 07 53 00 & 07 61 00							
07 53 00	MEMBRANE ROOFING AND ROOF INSULATION							
	NEW EPDM ROOFING (INCL. VAPOR BARRIER AND INSULATION)	150	SF					218,000
07 61 00	METAL ROOFING AND FLASHING							
	NEW ROOFING (GALVALUME ROOFING TILE, WATERPROOF MEMBRANE, 3/4" SHEATHING, 2" RIGID INSULATION) W/ ASSOCIATED FLASHINGS (BOTH FLAT AND STEEPLY	1340	SF					
	NEW INTEGRATED METAL GUTTERS	93	LF					
	NEW SNOW GUARDS ON ROOF	90	LF					
07 92 00	JOINT SEALERS							
	MISCELLANEOUS INTERIOR / EXTERIOR CAULKING AND SEALANTS		LS					
	TOTAL THERMAL AND MOISTURE PROTECTION							213,000
08 00 00	OPENINGS							
08 11 13	STEEL DOORS AND FRAMES							
	EXTERIOR OPENINGS							
	NEW INSULATED HM DOOR / WELDED HM FRAME / HARDWARE W/ VENTED SIDELIGHTS	3	EA					13500
	NEW INSULATED HM DOOR / WELDED HM FRAME / HARDWARE	3	EA					
	INTERIOR OPENINGS							
	NEW INSULATED HM DOOR / WELDED HM FRAME / HARDWARE	5	EA					
	NEW INSULATED HM DOOR / WELDED HM FRAME / HARDWARE, 45MIN- RATED (MECH. CRAWL SPACE)	1	EA					
08 31 13	ACCESS DOORS							
	NEW ACCESS DOORS	1	LS					450
08 33 23	ROLL UP DOORS							



Department of Design and Construction

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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
	NEW 18" X 8' INSULATED ROLL-UP GARAGE DOOR	1	EA					4200-
08 51 13	ALUMINUM WINDOWS							
	NEW FIXED INSULATED GLASS ALUMINUM WINDOW	43	SF					1220-
	NEW PERFORATED METAL SCREEN OVER WINDOW	43	SF					
08 63 00	METAL FRAMED SKYLIGHT							
	NEW FIXED INSULATED GLASS SKYLIGHTS	78	SF					40,392-
08 71 00	DOOR HARDWARE incl. w/ 08 11 13							
08 90 00	LOUVERS							
	NEW CUSTOM SLOPED METAL LOUVER	1	EA					1800-
	TOTAL OPENINGS							
09 00 00	FINISHES							
09 29 00	GYPSON DRYWALL							
	NEW 5/8" TYPE X GWB (1LYR ONE SIDE, 2LYR OTHER SIDE) ON 3-5/8" METAL STUDS PARTITION, 1HR-RATED	163	SF					1296-
	NEW 5/8" TILE BACKER BOARD FURRING AT TOILET ROOMS	1270	SF					13,240-
	NEW GWB CEILING SURFACE (FLAT AND STEEPLY SLOPED)	1201	SF					18,613-
	GWB FASCIA AT NEW OFFICE WINDOW	7	LF					400-
	NEW MECH. RECESS ENCLOSURE (BEHIND NEW CUSTOM LOUVER)	1	EA					2,700-
09 30 00	TILE WORK							
	NEW PORCELAIN TILE AT TOILET ROOMS - 8' HT	1025	SF					25,625-
09 67 24	RESINOUS FLOORING							
	NEW EPOXY FLOOR SEALER AT TOILET ROOMS	295	SF					10325
	NEW RUBBER BASE	68	LF					320-
09 90 00	PAINTING AND FINISHING							
	PRIME AND PAINT INTERIOR GWB SURFACES	1750	SF					6600-
	TOTAL FINISHES							
10 00 00	SPECIALTIES							



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10 14 00	IDENTIFYING DEVICES							
	NEW EXTERIOR / INTERIOR SIGNAGE (CUSTOM GRAPHICS / IDENTIFICATION SIGNS)		LS					
	NEW 24" X 36" RECESSED DISPLAY BOX		EA					
10 21 13	TOILET PARTITIONS							
	STANDARD PAINTED METAL TOILET PARTITION		EA					11,805 -
	ADA-COMPLIANT PAINTED METAL TOILET PARTITION		EA					
	PAINTED METAL URINAL SCREEN		EA					
10 28 00	TOILET ACCESSORIES							
	TOILET PAPER DISPENSER		EA					
	ELECTRONIC HAND DRYER		EA					
	SOAP DISPENSER		EA					
	SANITARY NAPKIN DISPOSAL		EA					
	ADA GRAB BARS		EA					
	BABY CHANGING STATION		EA					
	MIRROR		SF					
10 56 13	METAL SHELVING							
	NEW FREE-STANDING METAL STORAGE SHELVING, 7-TIER	32	LF					2,500 -
	TOTAL SPECIALTIES							
12 00 00	FURNISHINGS							
12 93 13	BICYCLE RACKS							
	NEW BIKE RACK - 5' L	1	EA					170 -
	TOTAL FURNISHINGS							
22 00 00	PLUMBING							
22 04 00	BASIC PLUMBING REQUIREMENTS							
22 05 14	COMMON WORK RESULTS FOR PLUMBING							
	INSTA-HOT WATER HEATER		EA					
	PIPE PAINTING		LS					
	EXCAVATION AND BACKFILL		LF					
	SLEEVES		LS					



Department of Design and Construction

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CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION

DDC ID: P108STARA
Sponsor Agency: DPR

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
	CORE DRILLING, CUTTING, PATCHING AND FIRESTOPPING		LS					
	CLEAN, FLUSH AND TEST		LS					
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING							
22 05 19	METERS AND GAGES FOR PLUMBING PIPING							
	2" WATER METER		EA					
22 05 23	GENERAL DUTY VALVES FOR PLUMBING PIPING							
	2" DCA BACKFLOW PREVENTOR		EA					
	MISC. VALVES		LS					
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		LS					
22 05 48	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT							
	VIBRATION ISOLATION / SEISMIC RESTRAINTS		LS					
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT							
	SYSTEM ID / VALVE TAGS		LS					
22 07 00	PLUMBING INSULATION							
	PIPE INSULATION (DOMESTIC WATER)		LF					
	PIPE INSULATION (STORM WATER)							
22 11 16	DOMESTIC WATER PIPING							
	2" DIA PIPE		LF					
	1 1/4" - 1 1/2" DIA PIPE		LF					
	1" DIA PIPE		LF					
	3/4" DIA PIPE		LF					
22 11 19	DOMESTIC WATER PIPING SPECIALTIES							
	SPECIAL TIES		LS					
22 13 16	SANITARY WASTE AND VENT PIPING							
	4" DIA UNDER SLAB PIPE		LF					
	3" DIA UNDER SLAB PIPE		LF					
	4" DIA ABOVE GROUND PIPE		LF					

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CONTRACTOR'S BID BREAKDOWN FORM
 CONTRACT 1 - GENERAL CONSTRUCTION

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
	2 1/2" - 3" DIA ABOVE GROUND PIPE		LF					
	2" DIA AND SMALLER ABOVE GROUND PIPE		LF					
22 13 19	SANITARY WASTE AND VENT PIPING SPECIALTIES							
	CLEAN OUT		EA					
	3" FAI		EA					
	4" VTR		EA					
	3" FLOOR DRAIN		EA					
	4" HOUSE TRAP		EA					
22 14 13	STORM DRAINAGE PIPING							
	STORM DRAINAGE PIPE W/ INSULATION		LF					
22 14 23	STORM DRAINAGE PIPING SPECIALTIES							
	STORM DRAINAGE PIPING SPECIALTIES		LS					
22 40 00	PLUMBING FIXTURES							
	WATER CLOSET		EA					
	LAVATORY		EA					
	URINAL		EA					
	UTILITY SINK		EA					
	HOSE BIBB		EA					
	FIXTURE ROUGH-IN		EA					
22 47 00	DRINKING FOUNTAINS AND WATER COOLERS							
	DRINKING FOUNTAIN - BI-LEVEL		SET					
	FIXTURE ROUGH-IN		EA					
22 63 14	FACILITY NATURAL GAS PIPING							
	GAS PIPE		LF					
	CONNECTION TO HVAC EQUIPMENT WITH SHUT-OFF VALVE		EA					
	GAS METER (INSTALL ONLY)		EA					
	TOTAL PLUMBING							132,000
23 00 00	HVAC							
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT incl. w/ 23 73 16							T



CONTRACTOR'S BID BREAKDOWN FORM

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23 05 14	COMMON WORK RESULTS FOR HVAC EQUIPMENT							
	EXHAUST FAN - 225 CFM		EA					
	EXHAUST FAN - 75 CFM		EA					
	SUPPLY FAN - 50 CFM		EA					
	HOOK-UP FANS		EA					
	ELECTRIC DUCT HEATER - 1 KW		EA					
	EQUIPMENT HANDLING AND MATERIAL DISTRIBUTION		LS					
	CORE DRILLING, CUTTING, PATCHING AND FIRE STOPPING		LS					
	PENETRATIONS		LS					
	SHOP CO-ORDINATION DRAWINGS		LS					
	SYSTEM START-UP & COMMISSION		LS					
	SYSTEM ID / VALVE TAGS		LS					
	O&M MANUALS		LS					
23 05 29	HANGERS AND SUPPORTS FOR HVAC							
	HANGERS AND SUPPORTS FOR HVAC		LS					
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC EQUIPMENT							
	VIBRATION ISOLATION / SEISMIC RESTRAINTS		LS					
23 07 00	HVAC INSULATION							
	DUCT INSULATION		SF					
23 08 50	TESTING, ADJUSTING AND BALANCING							
	TEST AND BALANCE		LS					
23 09 00	HVAC INSTRUMENTATION AND CONTROLS							
	SYSTEM CONTROLS:		LS					
	FORCED AIR UNIT		EA					
	FAN		EA					
	ELECTRIC DUCT HEATER - 1 KW		EA					
	MD		EA					
	MISC. CONTROL SYSTEMS REQUIREMENTS		LS					
23 09 93	SEQUENCE OF OPERATION incl. w/ 23 09 00							
23 31 13	METAL DUCTS							
	GALVANIZED STEEL DUCT		LBS					

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	ALUMINUM DUCT		ILBS					
	EXHAUST STACK @ FORCED AIR UNIT		LF					
	MISC. SHEET METAL REQUIREMENTS		LS					
23 33 00	DUCT ACCESSORIES							
	VD		EA					
	MD		SF					
	WMS		SF					
	FLEX CONNECTION @ EQUIPMENT		LS					
23 37 13	DIFFUSERS, REGISTERS							
	AIR DEVICES		EA					
23 41 00	AIR FILTERS incl. w/ 23 73 33.16							
23 73 33.16	INDIRECT GAS-FIRED HEATING AND VENTILATING UNITS							
	FORCED AIR UNIT		UNIT					
	HOOK-UP FORCED AIR UNIT		UNIT					
	TOTAL HVAC							92,400
26 00 00	ELECTRICAL							
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL							
	TEMP POWER & LIGHT		SF					
26 05 19	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES							
	2 AWG (FEEDERS)		LF					
	10 AWG (BRANCH)		LF					
	10 AWG (MECHANICAL)		LF					
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		LS					
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS							
	2" GRC (FEEDERS)		LF					
	3/4" GRC (BRANCH)		LF					
	3/4" GRC (MECHANICAL)		LF					
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS		LS					

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26 09 23	LIGHTING CONTROL DEVICES							
	SINGLE POLE SWITCHES		EA					
	OCCUPANCY SENSORS		EA					
26 24 16	PANELBOARDS							
	PANEL EP-A 225A BUS 100A MCB		EA					
26 27 13	ELECTRICITY METERING							
	METERING		EA					
26 27 26	WIRING DEVICES							
	DUPLEX REC		EA					
	GFCI REC		EA					
	HAND DRYERS		EA					
26 28 13	FUSES incl. w/ 26 28 16							
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS							
	MECHANICAL REQUIREMENTS							
	HOT WATER HEATER		EA					
	BOILER		EA					
	FORCED AIR UNIT		EA					
	DUCT HEATER		EA					
	EXHAUST FANS		EA					
	SUPPLY FANS		EA					
	ELECTRIC DUCT HEATER		EA					
26 29 13	ENCLOSED CONTROLLERS incl. w/ 26 28 16							
26 52 00	INTERIOR SERVICE LIGHTING, EMERGENCY LIGHTING AND EXITS							
	LIGHTING		SF					
	EXTERIOR SITE LIGHTING (BUILDING-MOUNTED)		LS					
	TOTAL ELECTRICAL							227,120
31 00 00	EARTHWORK							
31 13 00	TREE PROTECTION AND TREE PRUNING	852	LF					2570



Department of Design and Construction

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CONTRACT 1 - GENERAL CONSTRUCTION

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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
31 20 00	EARTHWORK							
	TRENCH EXCAVATION FOR NEW BUILDING FOUNDATION	591	CY					73,815-
	BACKFILL	376	CY					58,1200-
	HAUL	215	CY					26,875-
	MINOR EARTHWORK (CLEARING / ROUGH GRADING)	1400	SF					141,000-
	TRENCHING / BACKFILL FOR UTILITY WORK							
31 25 00	EROSION AND SEDIMENTATION CONTROL							
	EROSION CONTROLS:							
	SILT FENCE AND HAY BALES	324	LF					32,400-
	STABILIZED CONSTRUCTION ENTRANCE	375	SF					3,000-
	TOTAL EARTHWORK							
32 00 00	EXTERIOR IMPROVEMENTS							
32 05 16	AGGREGATE MATERIALS - LANDSCAPE							
	NEW 5" COMPACTED FOUNDATION MATERIAL	741	CY					70,300-
	GRAVEL	28	CY					875-
32 11 23	AGGREGATE BASE COURSES incl. w/ 03 30 00 & 32 05 16							
32 12 16	ASPHALT PAVEMENT							
	ASPHALT PAVING AT PEDESTRIAN PATH	133	SY					19,750-
32 13 13	CONCRETE PAVEMENT							
	NEW 6" REINFORCED CONCRETE PAVEMENT W/ EXPANSION JOINTS	355	SF					19,525-
	NEW CONCRETE STAIRS W/ FOUNDATION	12	LFR					3,500-
	MISCELLANEOUS PATCHING / REPAIRS OF EXISTING ADJACENT SITE							
	FEATURES / SURFACES	1	LS					2,500-
32 15 13	STONE DUST PAVEMENT		TON					
32 31 26	RANGE FENCE incl. w/ 31 25							
32 40 00	BOULDERS							
	NEW STONE SCOUR BORDER AT PLAZA							



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	NEW BOULDER RAIN GARDEN		LS					15,500-
32 91 13	PLANTING SOILS ENGINEERED SOIL	42	CY					4400-
32 91 19	LANDSCAPE GRADING incl. w/ 32 91 13							
32 92 00	LAWNS AND GRASSES NEW PERENNIALS AND GRASSES LAWN	970 3700	SF SF					7700- 14,100-
32 93 00	LANDSCAPE PLANTING NEW SHRUBS MULCH - 2"TH	37 11	EA CY					10,500- 1925-
32 96 00	TRANSPLANTING REMOVE / RETAIN FOR TRANSPLANTING EXISTING TREES TRANSPLANTED TREES	8 8	EA EA					18000-
	TOTAL EXTERIOR IMPROVEMENTS							
33 00 00	SITE UTILITIES							
33 40 00	STORM DRAINAGE UTILITIES NEW FOUNDATION DRAIN (PERFORATED PVC 4" DIA) NEW 6" PERFORATED HDPE DRAINAGE PIPE TO EXISTING AREA DRAIN / LOWER AREA DRAIN FRAME CONNECTION TO EXISTING WATER MAIN (WET TAPS AND FEES) CONNECTION TO EXISTING SANITARY LINE	1412 25 1 1	LF LF LOC LOC					7500- 3125- 930- 550-
	TOTAL SITE UTILITIES							
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK							

\$2,482,000-
L 1,241,000-
M 1,241,000-

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: P109STARA

DESCRIPTION AND LOCATION OF WORK:

Starlight Park Comfort Station
 1700 Sheridan Expressway
 Bronx, NY 11459
 E-PIN: 85018B0100 / DDC PIN: 8502017PV0015C

DOCUMENTS AVAILABLE AT:

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

SUBMISSION OF BIDS BEFORE BID OPENING:**TIME TO SUBMIT:**

On or Before: **WEDNESDAY, February 14, 2018**

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

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

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.

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction Contract Section 30-30 Thomson Avenue – First Floor Long Island City, NY 11101
DATE AND HOUR:	WEDNESDAY, FEBRUARY 14, 2018 AT 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	Starlight Park Comfort Station 1700 Sheridan Expressway Bronx, NY 10459
DATE AND HOUR	WEDNESDAY, JANUARY 31, 2018 AT 10:00 AM
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.

- (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 an amount equal to 100% of the Contract Price

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, NY 11101
 Telephone (718) 391-1041 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: Renu Contracting & Restoration, Inc.

DDC Project Number: P109STARA

Company Size: _____ Ten (10) employees or less
 X Greater than ten (10) employees

Company has previously worked for DDC _____ YES X NO

2. Type(s) of Construction Work

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

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
2016	.72	
2015	.75	
2014	.88	

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.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2013</u>	<u>39,000</u>	<u>5.13</u>
<u>2014</u>	<u>42,000</u>	<u>4.76</u>
<u>2015</u>	<u>57,000</u>	<u>3.51</u>

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

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

5. Safety Performance on Previous DDC Project(s)

 YES X NO Contractor previously audited by the DDC Office of Site Safety.
 DDC Project Number(s): _____, _____, _____

 YES X NO Accident on previous DDC Project(s).
 DDC Project Number(s): _____, _____, _____

 YES X NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
 DDC Project Number(s): _____, _____, _____

Date: 2/13/18

By: 
 (Signature of Owner, Partner, Corporate Officer)

Title: Michael Peck, Treasurer

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

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
Bellmore Merrick CSD	Prime	\$6,233,830.00	9/2017	Jon Simpkins (516) 524-3979	BBS Architects & Engineers
Atria Assisted Living East Northport	Prime	\$9,665,139.66	12/2016	Tom Paine (631) 501-5234	EGA Architects
Babylon Union Free SD	Prime	\$1,237,590.00	1/2017	Interim Facilities (631) 893-7929	BBS Architects & Engineers
Riverhead Central School District	Prime	\$1,287,672.00	7/2017	Mark Finnerty (631) 369-6702	BBS Architects & Engineers
Center Moriches UFSD	Prime	\$843,383.00	10/2017	Raina Ingoglia (631) 878-0052	John A. Grillo Architects
East Islip Public Library	Restoration	\$491,327.55	2015		
Northwell Health	Prime	\$879,649.00		Frank Lauria (516) 735-3069	N/A

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

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Copliague UFSD	Prime	\$5,566,592.00	\$2,683,37.55	\$3,084,755.81	9/2018	Angelo Lisa (631) 842-4015	Wendel WID Architect
Queens Library	Prime	\$1,823,028.68	\$909,289.64	\$967,329.40	2018	Dennis Walcott (718) 990-0728	School Construction Consultants
Southold UFSD	Prime	\$1,579,750.00	\$1,184,812.50	\$1,100,000.00	2018		BBS Architects & Engineers
Atria Senior Living Great Neck	Prime	\$19,835,698.00	\$19,141,448.60	\$954,110.35	2018	Tom Paine (631) 501-5234	H2M Architects
Bellmore Merrick CSD	Prime	\$2,940,000.00	\$2,400,000.00	\$1,500,000.00	2018	Jon Simpkins (516) 524-3979	Johnson Controls

----- ALL BIDDING CONTRACTS NOT INITIATED 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
Syosset CSD	Prime	\$1,895,475.00	2018	Gregory Hamilton (516) 364-5600	Park East Construction Corp
Oceanside UFSD	Prime	\$618,750.00	2018	Robert Cascone (631) 476-2161	John A Grillo Architects
Eastern Suffolk BOCES Westhampton Campus	Prime	\$361,500.00	2018	Keith Anderson (631) 289-2200	
Garden City UFSD	Prime	\$157,785.00	2018	Gary Schiede (631) 475-0249	BBS Architects and Engineers
Bellmore Merrick CSD	Prime	\$73,575.00	2018	Jon Simpkins (516) 524-3979	BBS Architects and Engineers
East Islip UFSD	Prime	\$260,868.00	2018	Eric Woellhof (631) 224-2031	Michael J Guido Jr. Architect

**OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE**

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

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VENDEX COMPLIANCE

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

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

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

Name of Bidder: Renu Contracting & Restoration, Inc.
Bidder's Address: 1215 Sunrise Hwy., Copiague, NY 11726
Bidder's Telephone Number: (631) 782-1020
Bidder's Fax Number: (631) 842-1860
Date of Bid Opening: 2/14/2018
Project ID: P109STARA

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: Michael Peck
(Signature of Partner or corporate officer)

Print Name: Michael Peck, Treasurer

VENDEX COMPLIANCE

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

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

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

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

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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



Certificate of No Change Form

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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

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



Certificate of No Change Form

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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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

[Please Check One]

BIDDER'S CERTIFICATION

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

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

Dated: Suffolk, New York
February 13, 2018

Michael Peck

SIGNATURE

Michael Peck

PRINTED NAME

Treasurer

TITLE

Sworn to before me this
13th day of Feb, 2018

Jaime R. Shelley
Notary Public

Dated: 2/13/18

JAMIE R. SHELLEY
Notary Public, State of New York
Registration No. 01SH6196186
Qualified in Suffolk County
My Commission Expires November 10, 2020

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 MWBE 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:

<u> </u> Minority Owned Business Enterprise	<u> </u> Locally Based Business Enterprise
<u> </u> Women Owned Business Enterprise	<u> </u> Emerging Business Enterprise
<u> </u> Disadvantaged Business Enterprise	
- 2a. If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No X
4. Is this project subject to a project labor agreement? Yes X No
5. Are you a Union contractor? Yes No X If yes, please list which local(s) you affiliated with
6. Are you a Veteran owned company? Yes No X

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 20-5296551 mp@renunyc.com
Employer Identification Number or Federal Tax I.D. Email Address
8. Renu Contracting & Restoration, Inc.
Company Name
9. 1215 Sunrise Highway, Copiague, NY 11726
Company Address and Zip Code
10. Vincent Chiappone (631) 782-1020
Chief Operating Officer Telephone Number
11. Same
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. Michael Peck (631) 782-1020
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 80

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) 8502016QB0004C
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

Starlight Park Comfort Station

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

Yes___ No X

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No X

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

Y (c) Employee Policy/Handbook

N (d) Personnel Policy/Manual

N (e) Supervisor's Policy/Manual

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

N (g) Collective bargaining agreement(s).

X (h) Employment Application(s)

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

N (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 <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (b) After a conditional job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (c) After a job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (d) Within the first three days on the job | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (e) To some applicants | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (f) To all applicants | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (g) To some employees | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (h) To all employees | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

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

In compliance office in binder

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

If yes, is the medical examination given:

- | | | |
|-----------------------------------|------------------------------|-----------------------------|
| (a) Prior to a job offer | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) After a conditional job offer | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) After a job offer | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) To all applicants | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) Only to some applicants | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes ☒ No ☐

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

Employee Handbook, Page 15

25. Does the company have a current affirmative action plan(s) (AAP)

No Minorities and Women

No Individuals with handicaps

Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No X

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No X

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No X

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

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No X

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

SIGNATURE PAGE

I, (print name of authorized official signing) Michael Peck 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.

Renu Contracting & Restoration, Inc
Contractor's Name

Jaime Lundin Corporate Compliance Manager
Name of person who prepared this Employment Report Title

Michael Peck Treasurer
Name of official authorized to sign on behalf of the contractor Title

(631) 782-1020
Telephone Number

Michael Peck 2/13/2018
Signature of authorized official Date

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

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

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/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 13th day of February 20 18

Jaime R. Shelley 2/13/2018
Notary Public Authorized Signature Date

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

1. Do you plan to subcontract work on this contract? Yes ☐ No ☐
2. If yes, complete the chart below.

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

(A) Apprentice
(TRN) Trainee

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

Trade:

MALES

FEMALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

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

J

H

A

TRN

TOT

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 – 10):

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J

H

A

TRN

TOT

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

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

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

MALES

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J

H

A

TRN

TOT

FEMALES

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

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

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

January 29, 2018

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**P109STARA
Starlight Park Comfort Station**

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. **Bidders Questions and Responses to Questions:**
See Attachment A.
2. **Revisions to the Specifications:**
See Attachment B.
3. **Revisions to the Addendum to the General Conditions:**
See Attachment C.
4. **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.


Michael Nastasi
Assistant Commissioner
Culturals and Parks Programs,
Pass Throughs

RENU CONTRACTING & RESTORATION
Name of Bidder
By: Michael Fick

ADDENDA CONTROL SHEET

TITLE: Starlight Park Comfort Station

**GENERAL
COUNSEL**

DATE _____

ARCHITECTURE/ ENGINEERING

[illegible]

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

January 29, 2018

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Michael Nastasi
Assistant Commissioner
Culturals and Parks Programs,
Pass Throughs

Name of Bidder

By: _____

DC PROJECT #: P109STARA

PROJECT NAME: STARLIGHT PARK COMFORT STATION

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	<p>According to the list of contract drawings on Schedule C of Volume 3, Addendum to General Conditions, there is one drawing missing, and others that are part of the bid set, but not on the list.</p> <p>L000.00 – MISSING</p> <p>G102.00 – in bid set but not on SCHEDULE C G103.00 – in bid set but not on SCHEDULE C EN100.00 – in bid set but not on SCHEDULE C EN101.00 – in bid set but not on SCHEDULE C C000.00 – in bid set but not on SCHEDULE C L001.00 – in bid set but not on SCHEDULE C M002.00 – in bid set but not on SCHEDULE C</p> <p>Also, the following spec sections are missing:</p> <p>220529 Hangers and Supports for Plumbing Piping and Equipment 221116 Domestic Water Piping</p>	<p>See Attachment B – Revisions to the Specifications</p> <p>See Attachment C - Revisions to the Addendum to the General Conditions</p> <p>See Attachment D - Revisions to the Drawings</p>

DDC PROJECT #: P109STARA

PROJECT NAME: STARLIGHT PARK COMFORT STATION

ATTACHMENT B – REVISIONS TO THE SPECIFICATIONS

This addendum serves to add the below-mentioned specification(s) to the contract, which are attached:

Specification Sections 220529 Hangers and supports for Plumbing and Equipment

Specification Section 221116 Domestic Water Piping



SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENT:

- 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 hangers and supports for plumbing system piping and equipment:
1. Steel pipe hangers and supports.
 2. Trapeze pipe hangers.
 3. Metal framing systems.
 4. Thermal-hanger shield inserts.
 5. Fastener systems.
 6. Pipe stands.
 7. Equipment supports.
- B. Related Sections include the following:
1. Section "Expansion Fittings and Loops for Plumbing Piping" for pipe guides and anchors.
 2. Section "Vibration and Seismic Controls for Plumbing Piping and Equipment" for vibration isolation devices.

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. Provide supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
- B. Provide equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

- C. Provide seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

1.5 SUBMITTALS

- A. Product Data: For the following:
1. Steel pipe hangers and supports.
 2. Fiberglass pipe hangers.
 3. Thermal-hanger shield inserts.
 4. Pipe positioning systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer licensed in the State of New York. 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. Pipe stands. 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, "Structural Welding Code--Steel.", AWS D1.4, "Structural Welding Code--Reinforcing 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 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.



2.2 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. Globe Pipe Hanger Products, Inc.
 - 3. Grinnell Corp.
 - 4. National Pipe Hanger Corporation.
 - 5. PHD Manufacturing, Inc.
- 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.

2.3 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

2.4 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.
- C. Coatings: Manufacturer's standard finish unless bare metal surfaces are indicated.
- D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.5 THERMAL-HANGER SHIELD INSERTS

- A. Description: 100-psig- minimum, compressive-strength insulation insert encased in sheet metal shield.
- B. Manufacturers:



1. Carpenter & Paterson, Inc.
 2. ERICO/Michigan Hanger Co.
 3. PHS Industries, Inc.
 4. Pipe Shields, Inc.
- C. Insulation-Insert Material for Cold Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate with vapor barrier.
- D. Insulation-Insert Material for Hot Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate.
- E. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- F. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- G. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.6 FASTENER SYSTEMS

- A. 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.

2.7 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.
- 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. 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.

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. Bases: One or more plastic.

2. Vertical Members: Two or more protective-coated-steel channels.

3. Horizontal Member: Protective-coated-steel channel.

4. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.

2.8 PIPE POSITIONING SYSTEMS

A. Description: IAPMO PS 42, system of metal brackets, clips, and straps for positioning piping in pipe spaces for plumbing fixtures for commercial applications.

B. Manufacturers:

- 1. C & S Mfg. Corp.
- 2. HOLDRITE Corp.; Hubbard Enterprises.
- 3. Samco Stamping, Inc.

2.9 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.10 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 (DN 15 to DN 750).
 - 2. 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.
 - 3. 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.
 - 4. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20 (DN 65 to DN 500), from single rod if horizontal movement caused by expansion and contraction might occur.
- G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20 (DN 20 to DN 500), if longer ends are required for riser clamps.
- 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 (150 mm) for heavy loads.

- 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.
 - 2. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 3. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 - 4. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
- J. 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.
- K. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- L. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.
- M. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

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. 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. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.
- D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- E. Fastener System Installation:



1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Pipe Stand Installation:
 1. Pipe Stand Types except Curb-Mounting Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
- G. Pipe Positioning System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.
- H. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- I. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- J. 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.
- K. Install lateral bracing with pipe hangers and supports to prevent swaying.
- L. 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.
- M. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- N. 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.
- O. 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 B31.9 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.
 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 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.
5. Pipes NPS 8 (DN 200) and Larger: Include wood inserts.
 6. Insert Material: Length at least as long as protective shield.
 7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 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.

3.4 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and 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 D1.1 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.

3.5 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.

3.6 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: Clean 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 22 05 29

SECTION 22 11 16

DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENT:

- 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. Water meters will be furnished and installed by plumbing contractor in coordination with the requirements of the local utility company.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide components and installation capable of producing domestic water piping systems with 125 psig, unless otherwise indicated.

1.4 SUBMITTALS

- A. Product Data: For pipe, tube, fittings, and couplings.
- B. Water Samples: Specified in Part 3 "Cleaning" Article.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.



2.2 PIPING MATERIALS

- A. Refer to Part 3 "Pipe and Fitting Applications" Article for applications of pipe, tube, fitting, and joining materials.
- B. Transition Couplings for Aboveground Pressure Piping: Coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

2.3 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Types L and M (ASTM B 88M, Types B and C), water tube, drawn temper.
 - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought- copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
 - 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends. Furnish Class 300 flanges if required to match piping.
 - 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.
 - 4. Copper, Grooved-End Fittings: ASTM B 75 (ASTM B 75M) copper tube or ASTM B 584 bronze castings.
 - a. Grooved-End-Tube Couplings: Copper-tube dimensions and design similar to AWWA C606. Include ferrous housing sections, gasket suitable for hot water, and bolts and nuts.

PART 3 - EXECUTION

3.1 PIPE AND FITTING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
- B. Flanges may be used on aboveground piping, unless otherwise indicated.
- C. Grooved joints may be used on aboveground grooved-end piping.
- D. Under-Building-Slab, Domestic Water Piping on service side of the of Water Meter, NPS 4 (DN 100) and Smaller: Hard copper tube, Type L (Type B) and brazed joints. Coordinate requirements with water service utility.
- E. Under-Building-Slab, Domestic Water Piping on House Side of Water Meter, NPS 4 (DN 100) and Smaller: Hard copper tube, Type L (Type B) and soldered joints.
- F. Aboveground Domestic Water Piping: Use the following piping materials for each size range:
 - 1. NPS 1 (DN 25) and Smaller: Hard copper tube, Type L (Type B) and soldered joints.



2. NPS 1-1/4 and NPS 1-1/2 (DN 32 and DN 40): Hard copper tube, Type L (Type B) and soldered joints.
3. NPS 2 (DN 50): Hard copper tube, Type L (Type B) and soldered joints.
4. NPS 2-1/2 to NPS 3-1/2 (DN 65 to DN 90): Hard copper tube, Type L (Type B) and soldered joints.

3.2 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
1. Shutoff Duty: Use bronze ball or gate valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly or gate valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
 2. Throttling Duty: Use bronze ball or globe valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
 3. Hot-Water-Piping, Balancing Duty: Calibrated balancing valves.
 4. Drain Duty: Hose-end drain valves.
- B. Cast-iron, grooved-end valves may be used with grooved-end piping.
- C. Install shutoff valve close to water main on each branch and riser serving plumbing fixtures or equipment, on each water supply to equipment, and on each water supply to plumbing fixtures that do not have supply stops. Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use butterfly or gate valves for piping NPS 2-1/2 (DN 65) and larger.
- D. Install drain valves for equipment at base of each water riser, at low points in horizontal piping, and where required to drain water piping.
1. Install hose-end drain valves at low points in water mains, risers, and branches.
 2. Install stop-and-waste drain valves where indicated.
- E. Install balancing valve in each hot-water circulation return branch and discharge side of each pump and circulator. Set balancing valves partly open to restrict but not stop flow. Use ball valves for piping NPS 2 (DN 50) and smaller and butterfly valves for piping NPS 2-1/2 (DN 65) and larger.
- F. Install calibrated balancing valves in each hot-water circulation return branch and discharge side of each pump and circulator. Set calibrated balancing valves partly open to restrict but not stop flow.

3.3 PIPING INSTALLATION

- A. Install under-building-slab copper tubing according to CDA's "Copper Tube Handbook."
- B. Install stainless steel sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight.



- C. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight.
- D. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve, inside the building at each domestic water service entrance.
- E. Install water-pressure regulators downstream from shutoff valves.
- F. Install domestic water piping level with 0.25 percent slope downward toward drain and plumb.
- G. Rough-in domestic water piping for water-meter installation according to utility company's requirements.

3.4 JOINT CONSTRUCTION

- A. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.
- B. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2144. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Seismic-restraint devices are specified in Section "Mechanical Vibration and Seismic Controls."
- B. Pipe hanger and support devices are specified in Section "Hangers and Supports." 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: MSS Type 49, spring cushion rolls, if indicated.
 - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 - 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Install supports according to Section "Hangers and Supports."
- D. Support vertical piping and tubing at base and at each floor.
- E. Rod diameter may be reduced 1 size for double-rod hangers, to a minimum of 3/8 inch.
- F. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:



1. NPS 1-1/4 (DN 32) and Smaller: 84 inches with 3/8-inch rod.
 2. NPS 1-1/2 (DN 40): 108 inches with 3/8-inch rod.
 3. NPS 2 (DN 50): 10 feet with 3/8-inch rod.
 4. NPS 2-1/2 (DN 65): 11 feet with 1/2-inch rod.
 5. NPS 3 and NPS 3-1/2 (DN 80 and DN 90): 12 feet with 1/2-inch rod.
- G. Install supports for vertical steel piping every 15 feet.
- H. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 3/4 (DN 20) and Smaller: 60 inches with 3/8-inch rod.
 2. NPS 1 and NPS 1-1/4 (DN 25 and DN 32): 72 inches with 3/8-inch rod.
 3. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 96 inches with 3/8-inch rod.
 4. NPS 2-1/2 (DN 65): 108 inches with 1/2-inch rod.
 5. NPS 3 to NPS 5 (DN 80 to DN 125): 10 feet with 1/2-inch rod.
- I. Install supports for vertical copper tubing every 10 feet.
- J. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment and machines to allow service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve, and extend and connect to the following:
1. Booster Pumps: Cold-water suction and discharge piping.
 2. Water Heaters: Cold-water supply and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
 3. Plumbing Fixtures: Cold- and hot-water supply piping in sizes indicated, but not smaller than required by plumbing code. Refer to Section "Plumbing Fixtures."
 4. Equipment: Cold- and hot-water supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 (DN 65) and larger.

3.7 FIELD QUALITY CONTROL

- A. Inspect domestic water piping as follows:



1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
2. 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:
 - a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 - b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
3. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

B. Test domestic water piping as follows:

1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
2. 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.
3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
6. Prepare reports for tests and required corrective action.

3.8 ADJUSTING

A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
 - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide flow of hot water in each branch.
 - b. Adjust calibrated balancing valves to flows indicated.
5. Remove plugs used during testing of piping and plugs used for temporary sealing of piping during installation.
6. Remove and clean strainer screens. Close drain valves and replace drain plugs.



7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
8. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.9 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing domestic water piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction or, if methods are not prescribed, procedures described in either AWWA C651 or AWWA C652 or as described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 22 11 16

DDC PROJECT #: P109STARA

PROJECT NAME: STARLIGHT PARK COMFORT STATION

ATTACHMENT C – REVISIONS TO THE ADDENDUM TO THE GENERAL CONDITIONS

Delete Schedule C from the Addendum to General Conditions replace with Schedule C included with this addendum.

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.

GENERAL DRAWINGS

G-000.00 COVER SHEET

G-100.00 GENERAL NOTES

G-101.00 MOUNTING HEIGHTS, SYMBOLS AND ABBREVIATIONS

G-102.00 CODE DATA

G-103.00 CODE DATA - FLOOD MAPS

EN-100.00 ENERGY ANALYSIS

EN-101.00 ENERGY - ELECTRICAL FIRST FLOOR PLANS

CIVIL DRAWINGS

C-000.00 EXISTING UTILITY PLAN

LANDSCAPE DRAWINGS

L-001.00 SURVEY

L-002.00 EXISTING UTILITIES

L-003.00 EROSION AND SEDIMENTATION CONTROL PLAN

L-004.00 REMOVALS PLAN

L-005.00 TREE PROTECTION PLAN

L-006.00 SITE PLAN

L-007.00 GRADING AND DRAINAGE PLAN

L-008.00 PLANTING PLAN

L-100.00 LANDSCAPE DETAILS

L-101.00 LANDSCAPE STAIR DETAILS

L-102.00 LANDSCAPE DETAILS

ARCHITECTURAL DRAWINGS

A-100.00 ARCHITECTURAL CONTROL PLAN

A-101.00 FIRST FLOOR / ROOF PLANS

A-102.00 REFLECTED CEILING PLAN / ELECTRICAL PLAN

A-200.00 ELEVATIONS

A-300.00 BUILDING SECTIONS

A-301.00 BUILDING SECTIONS

A-400.00 WALL SECTIONS

A-401.00 WALL SECTIONS

A-402.00 WALL SECTIONS

A-500.00 WALL PARTITION TYPES

A-501.00 EXTERIOR DETAILS

A-502.00 EXTERIOR DETAILS

A-600.00 DOOR & WINDOW SCHEDULE AND ELEVATIONS

A-601.00 DOOR & WINDOW DETAILS

A-602.00 DOOR & WINDOW DETAILS

A-700.00 INTERIOR ELEVATIONS

A-701.00 INTERIOR ELEVATIONS

STRUCTURAL DRAWINGS

FO-100.00 FOUNDATION & ROOF FRAMING PLANS

S-200.00 GENERAL NOTES

S-201.00 TYPICAL DETAILS 1

S-202.00 TYPICAL DETAILS 2

S-300.00 FOUNDATION SECTIONS

S-400.00 WALL SECTIONS

MECHANICAL DRAWINGS

M-001.00 MECHANICAL SYMBOLS, NOTES, & DETAILS

M-002.00 MECHANICAL DIAGRAMS AND SEQUENCES

M-101.00 MECHANICAL FIRST FLOOR PLANS & SCHEDULES

ELECTRICAL DRAWINGS

E-001.00 ELECTRICAL NOTES AND RISER

E-101.00 ELECTRICAL FIRST FLOOR PLANS

PLUMBING DRAWINGS

P-001.00 PLUMBING NOTES, DETAILS, & RISERS

P-101.00 PLUMBING FIRST FLOOR PLAN

DDC PROJECT #: P109STARA

PROJECT NAME: STARLIGHT PARK COMFORT STATION

ATTACHMENT D – REVISIONS TO THE DRAWINGS

Delete:

Drawing P-101.00 dated 09/09/2016; replace with P-101.00 dated 01/22/2018 included with this addendum.

DDC PROJECT #: P109STARA

PROJECT NAME: STARLIGHT PARK COMFORT STATION

ATTACHMENT D – REVISIONS TO THE DRAWINGS

Delete:

Drawing P-101.00 dated 09/09/2016; replace with P-101.00 dated 01/22/2018 included with this addendum.

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

March 14, 2018

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

P109STARA

Starlight Park Comfort Station


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.

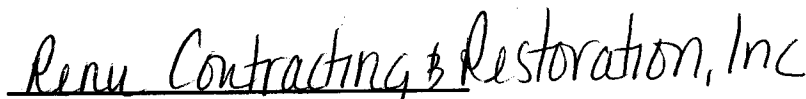
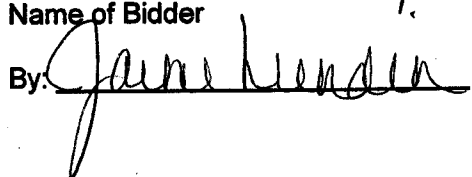
The bidder is advised that the items listed below apply to the project:

1. **Revision to Bid Opening Date:**
Bid Opening for the contract described, scheduled for February 14, 2018 at 2PM is rescheduled to March 27, 2018 at 2PM
2. **Bidders Questions and Responses to Questions:**
See Attachment A.
3. **Revisions to the Bid Booklet, Volume 2:**
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.

Woon L Lin for 
Michael Nastasi
Assistant Commissioner
Culturals and Parks Programs,
Pass Throughs


Name of Bidder
By: 

ADDENDA CONTROL SHEET

TITLE: Starlight Park Comfort Station

APPROVED BY:

[illegible]

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

March 14, 2018

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**P109STARA
Starlight Park Comfort Station**

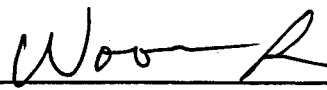
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THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

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.

Woon L in for 
Michael Nastasi
Assistant Commissioner
Culturals and Parks Programs,
Pass Throughs

Name of Bidder

By: _____

DDC PROJECT #: P109STARA

PROJECT NAME: Starlight Park Comfort Station

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Detail 1 S-300 refers to a geotechnical report. Please provide this report.	Refer to Attachment C, Revisions to the Specifications, for this information.
2	S-300 detail 1 note 2 calls for 95% compaction of gravel/ crushed stone. Please advise test procedure to be used.	Recommendations on soil compaction are given on pages 8 and 9 of the report. Refer to Geotechnical Report in Attachment C, Revisions to the Specifications, for further information.
3	Addendum to the General Conditions page 3 states that LEED Green Building requirements are not used. Drawing G-100 Sustainability note 2 calls for building LEED Silver certification.	This is not a LEED project. Refer to Attachment D, Revisions to the Drawings, for clarification.
4	Please provide applicable specifications and details for site drainage, watermain and gas work.	See L-007 Grading & Drainage Plan with notes; also see Plumbing drawings and specifications, including 226314 Facility Natural Gas Piping, for this information.
5	FO-100 note 4 calls for 0.5" difference in elevations of steel and joists. A-100 indicates different dimensions in steel and framing elevations. Please clarify details to understand the design.	The 0.5" difference in steel and wood joist elevations noted on FO-100 is meant to account for wood shrinkage overtime. Since wood joists will not be used, the light gauge joists can be installed with or without the 0.5" difference. The top of framing elevations indicated on A-100 refers to the top of plywood elevation, which follows the slope of the roof. The top of steel elevations shown on A-100 should be used to locate the steel.
6	A-501 detail 1 calls for 6" x 6" angle but the plate is indicated. Detail 4 calls for 0.5" gutter steel liner but detail 1 provides no such liner. Same detail calls for shelf angle without providing size or attachment requirements. Please provide attachment details for various conditions.	Drawing 1/A501 shows angle. Omit this relief angle since it is not required for the overall height of brick wall. Refer to Drawing A-501 Revision 1 included in Attachment D, Revisions to the Drawings, for this information.
7	FO-100 indicates bond beam over window opening. A-602 detail 2 shows steel beam. Similar is for bond beam over gates in A-401.	Detail 1/A401 shows a section through the roof scupper, corresponding to an area where the structural drawings show a steel beam. The remaining sections on A-401 accurately show bond beams, at locations shown in the structural drawings. Detail 2/A602 shows the same area as detail 1/A401.

8	Regarding A-402 detail 1, what is the specification for bituminous membrane? Regarding A-501 detail 1, what is the specification for plywood?	See 1/A402 Revision 1 included in Attachment D, Revisions to the Drawings, noting EPDM on horizontal surface in lieu of bituminous membrane. Bituminous membrane remains on vertical surface. Specification 075300 'Membrane Roofing and Roof Insulation' identifies EPDM. Bituminous membrane and plywood are referenced in Specification 076100 'Metal Roofing and Flashing' Articles 2.1 H and 2.4 A1. Also refer to Specification 062000 'Carpentry' for PT exterior plywood exterior sheathing.
9	L-004 calls for relocation of existing installation and refers to Electrical drawings. Electrical drawings do not provide any info regarding this scope. Please advise.	See L-004 and C-000.00 for temporary condition. Electrical drawings E-001.00 and E-101.00 show the full electrical scope of the project.
10	Is there a Finish Schedule? Is any interior painting required? What is the color of the exterior metal?	See A-300, A-301, A-700 & A-701 for interior finishes including sloped ceilings above walls; GOA SK-2 PDC Final Review List of Materials included in Attachment D, Revisions to the Drawings. Also refer to Specification 099000 'Painting and Finishing' for further information. Please note, final color selections/samples to be reviewed and approved by the Commissioner.
11	A-502 calls for sheet metal louver. Specification 089000 'Louvers' refers to aluminum louvers. Please provide specification for sheet metal louver, as well as proper detailing.	See A-502 Revision1 included with Attachment D, Revisions to the Drawings, for this information.
12	Specification 085113 'Aluminum Windows' par. 2.1 calls for Kawneer series 2250 Epic aluminum windows as the basis of design. Kawneer 2250 is a curtain wall and the drawings details do not match. Please advise.	Window type A on drawing A-600 to be Kawneer Epic Series 2250 (basis of design), or approved equal.
13	L-004 calls for sheet piling removal. Please provide a more detailed description of the scope. Shall the piling be completely removed or, cut to a certain depth? Please provide information on sheeting.	Refer to Geotechnical Report included with Attachment C, Revisions to the Specifications, for this information. Recommendations for sheet pile wall are given on page 7 of the Geotechnical Report, and Drawing No. 5 shows the section.
14	Please provide acceptable lighting fixture manufacturer names and catalog numbers within a light fixture schedule.	See GOA SK-1 Luminaire Schedule included with Attachment D, Revisions to the Drawings, for this information.
15	Please provide acceptable manufacturers for the Zinc/Aluminum coated shingles specified for the roof. No manufacturer is listed on the drawings or specifications.	See GOA SK-2 PDC Final Review List of Materials included with Attachment D, Revisions to the Drawings, for this information.
16	The Addendum to the General Condition states that retainage for this project is to be 0%. Please confirm.	Correct, retainage for this project is to be 0%.
17	What is the required DBE goal?	FHWA DBE goal of 10% applies. MWBE goals do not apply to this project. Refer to Schedule A of the Addendum to the General Conditions for this information.

18	A-501 detail 2 calls for flashing to be tucked into curb with no curb indicated. Please provide project specific detail.	Design intent is to form continuous visual and physical seal between skylight metal flashing and metal roof panels. Metal roof panels are aluminum-zinc alloy-coated steel. Skylight flashing to match, or stainless steel. Install as per manufacturer's recommendation.
19	A-500 detail D2 description calls for GWB on both sides with cross section indicating GWB on one side only. A-501 section 1 calls for insulation within furring which differs from A-500. A-602 section 2 calls for insulation between ceiling furring which differs from A-501 section 1. Similar inconsistencies are for some other details.	See Revised sheet A-500. See A-300, A-301, A-701 and A-702 for wall finish material. Please note painted GWB occurs at high walls in Women WC, Men WC, and Garage (above tiled walls and exposed CMU walls). A-500 partition detail is drawn correct. Please substitute "2" LGMF" in lieu of "2" rigid insulation between metal Z clips" on 1/A-501. Drawing 2/A602 is at the low scupper and Office.
20	Spec 093000 do not specify ceramic tile.	DalTile Natural Hues 2X2 (1 7/8"X1 7/8" Field Tile, price level 2. Please note, one color to be selected for Women WC and a different color for Men WC.
21	L-102 Details 1 and 4 are for area drains. Which one is to follow?	Both, see 1/L-007 for each of their locations: detail 1/L02 to south, 4/L02 to south.
22	A-501 detail 6 – please mark in the roof plan. A-300 sections 3 and 5 refer to the same detail 1/400. Please confirm.	It is shown on the roof plan, see along column line C on drawing 1/A-101. Correct. Section 5/A-300 call's out detail 1/A-400; Section 3/A-300 call's out detail 1/A-400 SIM OPP (similar and opposite). These exterior building sections are similar, noting varying roof angles, interior finishes, and other.
23	A-601 detail 9 differs from detail 7 in S-400.	Please substitute HSS 16X8X.5 steel beam, as shown on Roof Framing Plan F0-100, in lieu of flange beam drawn in 9/A-601.
24	A-600 - hollow metal door elevations do not match door schedule as well as details in A-601 and A-602. Please reconcile.	See revised sheet A-600 for clarification.
25	A-501 detail 1 indicates support of roof joists - please provide sizes of steel plates, angles, fasteners and anchors.	Use Dietrich T685 anchor clips (or approved equal) with six (6) #10-16 screws to stud and 0.5" threaded rod into the top of grout-filled concrete masonry wall with 4" edge distance and 4.5" embedment with HIT-HY 70 adhesive. HAS threaded rods to be used for this connection with a minimum 8" end distance.
26	Elevations 1, 2, 5/A-300 and Drawing A-700 shows TL-01 on the walls. Please specify the material for tag TL-01.	DalTile Natural Hues 2X2 (1 7/8"X1 7/8" Field Tile, price level 2. Please note, one color to be selected for Women WC and a different color for Men WC.
27	Item 17/A-700 Full-Length Mirror – Supplier specified is in material business and does not make standard items like mirrors. Maximum size for a Bobrick 1556 series would be 30x60.	As per item 17, see stainlesssupply.com or approved equal. 30"X98" overall outside dimension; 304 Stainless Steel Sheet #8 One-Piece Mirror; 18 gauge. Hang with concealed fasteners and tape as per manufacturer's recommendations.

28	Toilet Partitions - Spec 10 21 13 calls for Yemm & Hart 100 % recycled material. Schedule on sheet A-700 Item 12 calls for partitions to be Hiny Hiders or approved equal. These contain post-industrial recycled material with a varying percentage depending on color. What do you want the bid to be? Please review and advise.	Please base bid on specification, disregard Hiny Hiders listed in item 12/A--700. See section 102113 part 2.1.A for acceptable manufacturers and part 2.2.F for finish.
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DDC PROJECT #: P109STARA

PROJECT NAME: Starlight Park Comfort Station

ATTACHMENT B – REVISIONS TO VOLUME 2

Delete existing Federal Wage Rates dated 12/22/2017 (pages 1 through 16), and replace with revised Federal Wage Rates dated 2/16/18 (pages 1 through 15), included with this Addendum.

General Decision Number: NY180003 02/16/2018 NY3

Superseded General Decision Number: NY20170003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/16/2018

ASBE0012-001 09/01/2017

	Rates	Fringes
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Asbestos Workers/Insulator

Includes application of
all insulating materials,
protective coverings,
coatings and finishes to
all types of mechanical
systems.....

systems.....	\$ 66.61	33.56
HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75

BOIL0005-001 01/01/2017

	Rates	Fringes
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BOILERMAKER.....	\$ 55.23	33%+24.12+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 60.18	26.84
MASON - STONE.....	\$ 62.67	30.59

BRNY0001-002 07/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 52.62	26.12

* BRNY0004-001 01/01/2018

	Rates	Fringes
MARBLE MASON.....	\$ 58.53	36.22

BRNY0007-001 07/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 53.03	34.26
TERRAZZO WORKER/SETTER.....	\$ 54.63	34.28

BRNY0020-001 01/01/2018

	Rates	Fringes
MARBLE FINISHER.....	\$ 46.66	34.03

* BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 40.89	26.69

BRNY0052-001 06/05/2017

	Rates	Fringes
Tile Layer.....	\$ 49.97	26.96

BRNY0088-001 12/07/2015

	Rates	Fringes
TILE FINISHER.....	\$ 42.42	29.13

CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.50	45.58
Soft Floor Layers.....	\$ 50.50	45.18

CARP0740-001 08/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 52.10	52.21

CARP1556-006 07/01/2017

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 52.63	48.96

CARP1556-007 07/01/2017

	Rates	Fringes
Diver Tender.....	\$ 47.34	48.96
Diver.....	\$ 66.66	48.96

CARP1556-011 07/01/2017

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 48.00	48.46

ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,
Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Election Day, Thanksgiving Day,
the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 04/02/2017

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 32.31	21.94
Heavy Equipment Operator....	\$ 43.08	25.27
Lineman and Cable Splicer...	\$ 53.85	28.62

Tree Trimmer.....\$ 30.09

14.12

ELEV0001-002 03/17/2013

Rates

Fringes

ELEVATOR MECHANIC

Elevator Constructor.....\$ 57.01

27.605+a+b

Modernization and Repair....\$ 45.14

27.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENG0014-001 07/01/2016

Rates

Fringes

POWER EQUIPMENT OPERATOR

(HEAVY & HIGHWAY)

GROUP 1.....\$ 92.76

31.15

GROUP 2.....\$ 76.51

31.15

GROUP 3.....\$ 78.96

31.15

GROUP 4.....\$ 77.07

31.15

GROUP 5.....\$ 75.55

31.15

GROUP 6.....\$ 72.53

31.15

GROUP 7.....\$ 73.90

31.15

GROUP 8.....\$ 71.78

31.15

GROUP 9.....\$ 70.24

31.15

GROUP 10.....\$ 67.16

31.15

GROUP 11.....\$ 62.73

31.15

GROUP 12.....\$ 64.13

31.15

GROUP 13.....\$ 64.63

31.15

GROUP 14.....\$ 48.73

31.15

GROUP 15.....\$ 45.27

31.15

POWER EQUIPMENT OPERATOR

(PAVEMENT-HEAVY & HIGHWAY)

Asphalt Plants.....\$ 59.14

31.15+a

Asphalt roller.....\$ 69.91

31.15+a

Asphalt spreader.....\$ 71.78

31.15+a

POWER EQUIPMENT OPERATOR

(STEEL ERECTION)

Compressors, Welding

Machines.....\$ 45.34

31.15

Cranes, Hydraulic Cranes,

2 drum derricks,

Forklifts, Boom Trucks.....\$ 76.43

31.15

Three drum derricks.....\$ 79.54

31.15

POWER EQUIPMENT OPERATOR

(UTILITY)

Horizontal Boring Rig.....\$ 68.25

31.15

Off shift compressors.....\$ 56.70

31.15

Utility Compressors.....\$ 44.98

31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75

150' to 249' boom - add 2.00

250' to 349' boom - add 2.25

350' to 450' boom - add 2.75

Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day;

Labor Day; Veterans Day; Columbus Day; Election Day;
Thanksgiving Day; and Christmas Day; provided the employee
works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2016

	Rates	Fringes
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Power Equipment Operator

BUILDING & RESIDENTIAL

GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom
trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine),
plaster bucket, concrete pump and all other equipment used
for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete
work), paint spraying, sand blasting, pumps (with the
exclusion of concrete pumps), house car (settlement basis
only), all engines irrespective of power (power pac) used
to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,
Memorial Day, Independence Day, Labor Day, Veteran's Day,
Columbus Day, Election Day, Thanksgiving Day, and Christmas
Day, provided the employee works one day in the payroll
week in which the holiday occurs

ENGI0015-001 07/01/2016

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

HEAVY AND HIGHWAY

GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders
(rubber-tired and/or tractor type with a manufacturer's
rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs,
Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom
Truck, Barrier Transport (Barrier Mover) and machines of a
similar nature, Boat Captains, Boat Operators, operation of
Churn Drills and machines of a similar nature, Stetco
Silent Hoist and machines of a 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 Hoist (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, 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 ten (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 including Bobcat, Pile Rig Rubber-tired
Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers
and Drivers, Ditch Witch (Walk Behind), Road Finishing
Machines, Rollers (five (5) tons and under), Tugger Hoists,
Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline,
electric, diesel, or air operated) gradalls and concrete
pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline,
electric, diesel, or air operated) shovels, cranes
(draglines), backhoes, pavers, trenching machines, gunite
machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,
Memorial Day, Independence Day, Labor Day, Veteran's Day,
Columbus Day, Election Day, Thanksgiving Day, and Christmas
Day, provided the employee works one day in the payroll
week in which the holiday occurs

ENGI0015-002 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
BUILDING		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 57.42	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Guniting machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

IRON0040-002 07/01/2017

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.05	72.53

IRON0046-003 07/01/2017

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	20.62

IRON0197-001 07/01/2017

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 48.17	38.95

IRON0361-002 07/01/2017

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.05	72.53

IRON0580-001 01/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.00	50.57

LAB00006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35

LAB00029-001 07/01/2017

	Rates	Fringes
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Laborers:

Heavy

Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49
Hydraulic Trac Drill.....	\$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 39.34	35.49
Powder Carriers.....	\$ 35.17	35.49

LAB00078-001 12/01/2016

	Rates	Fringes
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LABORERS

BUILDING CONSTRUCTION

ASBESTOS (Removal,
Abatement, Encapsulation
or Decontamination of
asbestos); LEAD; &

HAZARDOUS WASTE LABORERS

(Hazardous Waste,
Hazardous Materials,
Biochemical and Mold
Remediation, HVAC, Duct
Cleaning, Re-spray
Fireproofing, etc).....

	\$ 36.00	16.15
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LAB00079-001 07/01/2017

	Rates	Fringes
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Laborers Building Construction

Common or General Laborer...	\$ 40.15	28.34
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Demolition Laborers

Tier A.....	\$ 38.48	26.17
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Tier B.....	\$ 27.06	19.38
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Mason Tenders.....	\$ 39.80	27.30
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CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LAB00147-001 07/01/2016

	Rates	Fringes
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LABORERS (FREE AIR & TUNNEL).....	\$ 72.67	47.72
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Maintenance Men, Inside Muck Lock Tenders, Pump Men,

Electricians, Cement Finishers, Caulkers, Hydraulic Men,
 Shield Men, Monorail Operators, Motor Men, Conveyor Men,
 Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men
 Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout
 Men, Gravel Men, Form Workers, Concrete Workers, Tunnel
 Laborers, Mole Nipper (one (1) Mole Sipper per Working
 Shaft per Shift for up to and including Two (2) Moles

 LAB00731-001 07/01/2016

	Rates	Fringes
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LABORER

Building, Heavy and Residential Construction LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....\$ 41.00	38.53
UTILITY LABORER.....\$ 40.85	38.53

Paid Holidays: Labor Day and Thanksgiving Day

 LAB01010-001 07/01/2017

	Rates	Fringes
--	-------	---------

Laborers:

HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..\$ 41.98	40.28	
FORMSETTERS.....\$ 45.85	40.28	
LABORERS.....\$ 41.98	40.28	
Landscape Planting & Maintenance.....\$ 41.98	40.28	
Maintenance Safety Surface..\$ 41.98	40.28	
Slurry/Sealcoater/Play Equipment Installer.....\$ 41.98	40.28	
Small Equipment Operator (Not Operating Engineer)...\$ 41.98	40.28	
Small Power Tools Operator..\$ 41.98	40.28	

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,
 Columbus Day, Election Day and Thanksgiving Day, provided
 the employee has worked one (1) day in the calendar week in
 which the said holiday occurs.

 LAB01010-002 07/01/2017

	Rates	Fringes
--	-------	---------

Laborers-Asphalt Construction:

Micro Paver.....\$ 46.45	40.28
Raker.....\$ 45.85	40.28
Screedperson.....\$ 46.45	40.28
Shoveler (Production Paving Only).....\$ 42.37	40.28
Small Equipment Operator (Asphalt).....\$ 42.37	40.28

 PAIN0009-001 05/01/2017

	Rates	Fringes
GLAZIER.....	\$ 44.70	38.42
PAINTER		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 44.10	27.02
Spray, Scaffold and		
Sandblasting.....	\$ 47.10	27.02

 PAIN0806-001 10/01/2017

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	38.93

 PAIN1974-001 12/28/2016

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	22.66

 PLAS0262-001 08/01/2017

	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87

 PLAS0262-002 08/01/2017

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87

 PLAS0780-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.97	39.56

 PLUM0001-001 07/01/2016

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND		
SERVICE		
Any repair and/or		
replacement of the		
present plumbing system		
that does not change the		
existing roughing.....	\$ 39.92	14.41
PLUMBERS:.....	\$ 67.25	29.30

 PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		

STEAMFITTERS.....\$ 61.81

48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 41.50	32.37

SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

TEAM0282-001 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 42.68	46.9025+a
Euclids & Turnapulls.....	\$ 42.78	46.9025+a
High Rise.....	\$ 50.36	46.0925+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave - Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

DDC PROJECT #: P109STARA

PROJECT NAME: Starlight Park Comfort Station

ATTACHMENT C – REVISIONS TO THE SPECIFICATIONS

The following report is included with this Addendum:

Geotechnical Engineering Report by Langan dated 4/21/15

GEOTECHNICAL ENGINEERING REPORT

for

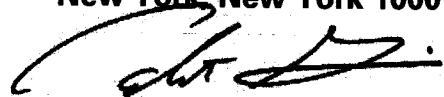
STARLIGHT PARK COMFORT STATION Bronx, New York

Prepared For:

Gray Organschi Architecture
35 Crown Street
New Haven, CT 06510

Prepared By:

**Langan Engineering, Environmental, Surveying
and Landscape Architecture, D.P.C.**
21 Penn Plaza
360 West 31st Street, 8th Floor
New York, New York 10001



Robert A. Garino, P.E.
Professional Engineer License No. 079030



Gregory L. Biesiadecki, P.E.
Professional Engineer License No. 063718

LANGAN

21 April 2015
5788406

TABLE OF CONTENTS

Introduction.....	1
Site Description.....	1
Proposed Development	2
Subsurface Investigation.....	2
Subsurface Conditions	3
Recommendations.....	5
Construction Recommendations.....	8
Services During Design, Construction Documents and Construction Quality Assurance.....	9
Owner and Contractor Responsibilities	10
Limitations	10

LIST OF DRAWINGS

Drawing No. 1.....	Site Location Map
Drawing No. 2.....	Surficial Geology Map
Drawing No. 3.....	Preliminary Flood Insurance Rate Map
Drawing No. 4.....	Boring Location Plan
Drawing No. 5.....	Subsurface Profile A
Drawing No. 6.....	NYCBC Liquefaction Screening Assessment Diagram
Drawing No. 7.....	Youd et al (2001) Liquefaction Assessment Diagram
Drawing No. LS-1.....	Langan Standards Boring Key and Legend

LIST OF APPENDICES

Appendix A.....	Historic Boring Log
Appendix B.....	2015 Boring Log
Appendix C	Laboratory Test Data

INTRODUCTION

This report presents the results of our geotechnical engineering study for the proposed comfort station within Starlight Park in the Bronx, New York. The proposed comfort station site is between the Sheridan Expressway and an existing sports field. All services were performed in accordance with the Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C (Langan) proposal to Gray Organschi Architecture (Gray Organschi) dated 24 November 2014. An overview of the project, the results of our investigation, and a summary of our geotechnical recommendations are presented herein. This report does not address any environmental issues, which are beyond the scope of our work.

Survey information is from an untitled electronic survey, provided by Gray Organschi. All elevations reported herein correspond to the North American Vertical Datum of 1988 (NAVD 88), which is 1.10 feet (ft) above Mean Sea Level at Sandy Hook, New Jersey (NGVD 1929).

SITE DESCRIPTION

Starlight Park, bordered by East 174th Street to the north, Bronx River to the east, Westchester Avenue to the south, and the Sheridan Expressway (Interstate 895) to the west, is in the Bronx River section of the Bronx, New York. An Amtrak/CSX railroad line is adjacent to the east side of the Bronx River. A site location map is reproduced as Drawing No.1.

Playgrounds and a basketball court are located at the northern tip of the park; a sports field is located near the middle of the park. A former Manufactured Gas Plant (MGP) occupied an area of about 3 acres in the middle portion of Starlight Park. A site remediation was performed prior to construction of the park.

Based on information obtained from a Site Management Plan, dated March 2010 for the East 173rd Street Works Former MGP Site, prepared by GEI Consultants, remediation included installation of a perimeter sheet pile cutoff wall, excavation and disposal of MGP impacted soil and filling of the site with a granular soil "cap". It is our understanding that the sheet pile cutoff wall that was used for the remediation remains in place; its alignment crosses below the proposed footprint of the comfort station. The top of the sheet pile cutoff wall is reportedly at about el 5 and the tip of the sheet pile cutoff wall is about el -6. We do not know of any restrictions on the sheet pile wall or the cap.

Existing grade elevations at the site immediately surrounding the proposed comfort station vary between about el 8 and el 12.

Site Geology

The last glacial advance and retreat in the New York City region is primarily responsible for present day surface features and topography. During this glacial advance, a layer of ground moraine was deposited at the base of the ice sheet during periods of ablation. The ground moraine is an unsorted, un-stratified mixture of rock debris ranging in size from clay to boulders, and is the most widespread deposit of continental glaciers. The relevant portion of a surficial geology map of the New York City region superimposed with the site location is provided on Drawing No. 2.

Flood Zone

We have reviewed the Preliminary National Flood Insurance Rate Maps (FIRM) for the City of New York (Community-Panel No.3604970084G) published by the Federal Emergency Management Agency (FEMA) on 5 December 2013. The FIRM indicates that the site is within the 1% annual chance (100-year) floodplain boundary. The site has a base flood elevation of el 13. A copy of the FIRM map is presented herein as Drawing No. 3.

PROPOSED DEVELOPMENT

The proposed comfort station is proposed to be built within Starlight Park, between the Sheridan Expressway and the existing sports field, near the half-field line. The proposed comfort station will be a lightly loaded one-story structure, housing two bathrooms and a New York City Department of Parks and Recreation (NYCDPR) storage room. Foundations supporting the about 1,150 square ft comfort station will consist of continuous perimeter footings with loads of about 4.5 kips per linear ft. The comfort station footprint straddles the sheetpile cutoff wall. Top of finished floor slab for the comfort station will be about el 12.

SUBSURFACE INVESTIGATION

A summary of two subsurface exploration programs performed at this site is provided below. A boring location plan is presented in Drawing No. 4.

2011 Exploration

A subsurface exploration was performed at the site as part of a utility infrastructure project in February 2011, under the full-time special inspection of Langan. Four borings were drilled, one boring (Boring LB-3) is estimated to be within the proposed comfort station footprint. Boring LB-3 was drilled to a depth of about 40 ft below ground surface and is considered as part of the exploration requirements to satisfy the New York City Building Code (Building Code). A copy of the log for Boring LB-3 is provided in Appendix A.

2015 Exploration

The 2015 subsurface exploration program consisted of drilling one boring, identified as Boring LB-1. The boring was drilled by Warren George Inc. between 23 and 24 March 2015 under the full-time special inspection of Langan. The boring was drilled within the footprint of the proposed comfort station to a depth of about 33 ft below ground surface. A copy of the log for Boring LB-1 is provided in Appendix B.

Both the 2011 and the 2015 borings were drilled using mud rotary drilling techniques; steel casing provided soil support when necessary. Standard Penetration Tests (SPT)¹ and split-spoon sampling were conducted continuously to a depth of about 16 ft and at 5 ft intervals thereafter, using a standard two-inch outside diameter split spoon sampler driven by a 140-lb safety hammer (2015) or donut hammer (2011). Rock was cored using a 5-ft long NX-sized double tube core barrel with a diamond-cutting bit. Rock type, percent core recoveries², and Rock Quality Designation (RQD)³ values were determined for the core run. Recovered soil samples and rock cores were visually examined and classified in the field in accordance with The Unified Soil Classification System (USCS) and assigned classification numbers in accordance with the applicable Building Code at the time of drilling.

Laboratory Testing

Geotechnical laboratory tests were conducted on representative soil samples obtained from the project to confirm field classifications and to determine correlations to engineering properties of the material. Individual soil samples were selected for laboratory testing based on depth and type of soil. The laboratory testing program included sieve analysis (ASTM D-422) of five samples, water content determination (ASTM D-2216) of five samples, Atterberg limits (ASTM D-4318) of two samples, and organic content determination (ASTM D-2974) of three samples. The laboratory test results are included in Appendix C.

SUBSURFACE CONDITIONS

The generalized subsurface stratigraphy outboard of the perimeter sheet pile cutoff wall used for the site remediation consists of fill material overlying organic clay, which in turn overlies weathered rock followed by sound bedrock. Within the perimeter of the sheet pile wall, the GCI report indicates that the upper about 16 ft were excavated and replaced with about 13 ft of imported clean granular fill and capped with about 3 ft of reused subsurface soil and/or reused

¹ The Standard Penetration Test (SPT) is a measure of soil density and consistency. The SPT N-value is defined as the number of blows required to drive one foot of 2-inch-diameter split-barrel sampler after an initial penetration of 6 inches, using a 140 pound hammer falling freely from 30 inches.

² Core recovery is defined as the ratio of the total length of rock recovered to the total length of core run.

³ The Rock Quality Designation (RQD) is defined as the sum of the lengths of all core pieces over 4-inches in length (for NX core size) divided by the total core run length. The RQD is an indicator of the quality of the rock formation.

urban fill. A description of each stratum encountered in our borings is given below in order of increasing depth. A representative subsurface profile is presented in Drawing No. 5.

Fill (Class 7)

A layer of fill, predominantly consisting of coarse to fine silty and clayey sand varying in color, with varying amounts gravel, brick, and glass was encountered. The fill thickness varied from about 12 to 15 ft. Standard Penetration resistance (N-values) ranged from 5 blows per 1-ft advancement (bpf) to refusal, and more typically ranged from 9 to 26 bpf, averaging about 19 bpf.

Three representative samples of the fill were sent to the laboratory for sieve analyses and moisture content determination. The average determined moisture content of the two samples is about 18%. Percentage fines of the samples averaged about 23%.

The fill material is categorized as clayey and silty sand (SC and SM in accordance with USCS), and classified as Building Code Class 7; Controlled and Uncontrolled Fills.

Organic Materials (Class 6)

A layer of organic clay with varying amounts of silt was encountered below the fill. The thickness of the organic clay was about 4 ft. The average N-value obtained in the organic clay was about 5 bpf.

Three representative samples of disturbed soil from the organic layer were sent to the laboratory for Atterberg Limits and Organic Content. Taking an average of the test results indicates that the organic clay has a Liquid Limit (LL) of 108, Plastic Limit (PL) of 45, Plasticity Index (PI) of 63, an average Moisture Content of about 72% and an average Organic Content of about 9%.

The organic material is categorized as organic clay (OH in accordance with USCS), and classified as Building Code Class 6; Organic Silts and Clays.

Weathered Rock (Class 1d)

A layer of gray to black-gray, highly weathered, mica schist rock was encountered below the organic clay, with the top of the weathered rock layer measured about 17 and 19 ft below surface grade. Thickness of the weathered rock layer extended to the bottom of the borehole in Boring LB-1 at about 33 ft below surface grade, and to about 35 ft below grade in Boring LB-3. SPT N-values within the weathered rock layer ranged from 118 bpf to refusal. In addition to the SPT samples, one rock core was taken. The rock core recovery was 40%, and the RQD was 15%.

The weathered rock is classified as Building Code Class 1d; Soft Rock.

Bedrock (Class 1b)

Black-gray, hard to very hard, slightly fractured, mica schist bedrock was encountered in Boring LB-3 at a depth of about 35 ft below surface grade. The rock core recovery was 90%, and the RQD was 80%.

The bedrock is classified as Building Code Class 1b; Medium Hard Rock.

Groundwater

Prior to backfilling the borehole, a temporary well consisting of a 10 ft section of 2-inch diameter PVC screen and solid PVC riser pipe was placed within the borehole. The bottom of the well screen was extended to about 33 ft below ground surface, the well was developed and a static groundwater level reading was taken. The water level was observed at about 10 ft below ground surface, corresponding to about el 2.0.

RECOMMENDATIONS

The following sections provides our recommendations for seismicity, foundation system and other geotechnically related design parameters including slab support, and foundation construction issues.

Seismicity

The Building Code assigns a seismic site class based on the type, thickness and average properties in the top one-hundred-feet of bearing stratum. Seismic site class values range from Class A for hard rock to Class E and F for soft and loose deposits sensitive to seismic loading. Seismic Site Class can be determined based on SPT N-values, undrained shear strength or shear wave velocities.

This section presents the results of our seismic evaluation for the site based on SPT N-values obtained in our exploration. The following subsections provide recommended parameters for use in the seismic design of the proposed structure.

Structural Occupancy Category and Seismic Use Group

Per Table 1604.5 of the Building Code, the proposed addition falls into Structural Occupancy Category II and is given a seismic importance factor (IE) of 1.00. Per Section 1616.2 of the Building Code, the proposed addition falls into Seismic Use Group I.

Mapped Spectral Accelerations

Per Section 1615.1 of the Building Code, the mapped maximum considered earthquake response spectra for the short period (S_s) is 0.281g and the 1-second period (S_1) is 0.073g.

Site Class

Section 1615.1.1 of the Building Code requires assignment of a Site Class. The site is assigned to Site Class D (Stiff Soil Profile) in accordance with Table 1615.1.1 of the Building Code. Therefore, the site coefficients are 1.57 for the short period (F_a), and 2.4 for the 1-second period (F_v).

Design Spectral Response Acceleration and Seismic Design Category

Design spectral accelerations were determined in accordance with Section 1615.1.3 of the Building Code. The design spectral acceleration at the short period (S_{DS}) is 0.294g and at the 1-second period (S_{D1}) is 0.117g.

Based on the above design spectral acceleration and the use group/occupancy category of the structure, the correspondent Seismic Design Category (SDC) is identified as SDC B, in accordance with Section 1616.3 of the Building Code.

Liquefaction Potential

The Building Code requires an evaluation of the liquefaction potential of non-cohesive soils below the groundwater table and to a depth of fifty ft below the ground surface. In accordance with the Building Code screening process, N_{60} -values⁴ versus depth are shown in Drawing No. 6. Five of the twelve applicable data points within the fill material fall within the "Liquefaction Evaluation Required" zone, therefore the potential for soil liquefaction was further evaluated using the procedure outlined by Youd et al. (2001).

The Youd et al. evaluation is based on the Seed and Idriss (1982) procedure for liquefaction evaluation and is currently considered to be State of Practice procedure, as recommended by the National Earthquake Hazard Reduction Program (NEHRP). This evaluation presents an empirical relationship between the earthquake demand, represented by the Cyclic Stress Ratio (CSR), and the soil's resistance to dynamic loading, represented by the Cyclic Resistance Ratio (CRR). The CSR is correlated to the Peak Ground Acceleration (PGA) of the design earthquake event, as well as the in-situ stresses, whereas the CRR is correlated to SPT N-values obtained in the field. The field N-values is converted to $(N_1)_{60}$ by applying correction factors for soil overburden pressure (CN), hammer energy efficiency (CE) and percent fines.

Our analysis parameters included a Magnitude 5.71 earthquake event, a Peak Ground Acceleration of 0.24g, and a Magnitude Scaling Factor of 2. Drawing No. 7, Youd et al (2001) Liquefaction Assessment Diagram, shows a plot of the factor of safety with depth using the Youd et al. (2001) procedure. All plotted points have a factor of safety of 1 or greater, satisfying

⁴ N_1 -values are standard penetration N-values normalized to an energy of 60 percent efficiency.

the recommended minimum factor of safety. It is our judgment that liquefaction is unlikely and need not to be considered in design.

Foundation System

The new structure will be built in an area where heterogeneous fill materials are present and separated by a vertical, sheet pile cutoff wall. Given the small footprint of the building, the relatively light building loads, and the character of the fill material, it is our judgment that the buildings can be supported on the existing fills using conventional shallow foundations, subject to the following requirements:

- The top of the existing sheet pile cutoff wall is confirmed, via test pits, to be a minimum of 5 ft below grade. We recommend that Con Edison and their environmental consultant be advised of the proposed comfort station design with respect to vertically loading the fill and the sheet pile cutoff wall.
- The proposed footing subgrade be over-excavated 1 ft below foundation level, for a horizontal distance of 5 ft beyond the proposed footing limits and the subgrade material be inspected to confirm that voids and organic material are not present (any organic material should be removed). Footing subgrade should be proofrolled, free of any voids, standing water or debris, and should be approved by a Geotechnical Engineer before placement of concrete. Refer to the construction recommendations section of this report for details on foundation base preparation.
- A layer of geosynthetic geogrid (i.e., Tensar BX 1200 or equal) be placed over the entire excavated subgrade.
- Clean $\frac{3}{4}$ inch crushed stone should be placed to the underside of the footings.
- Foundations should be designed for an allowable bearing capacity of 2 kips per square ft (ksf).
- The recommended minimum footing width for continuous footings on stabilized fill is 3 $\frac{1}{2}$ ft.
- New footings must bear at least 4 ft below the site grade to protect against frost action.

Total settlements for the proposed structures constructed with shallow foundations on fill should be 1-inch or less with differential settlement of $\frac{3}{4}$ -inch or less. The major portions of the settlement are expected to occur during construction.

Slab Support

The comfort station base slab can bear on the fill material. We recommend a 12-inch layer of 3/4-inch gravel be placed beneath the base slab for drainage and uniform bearing. The recommended modulus of subgrade reaction for the slab-on-grade is 100 psi per inch.

CONSTRUCTION RECOMMENDATIONS

The following sections discuss geotechnical related construction issues including excavation, backfill, and compaction requirements.

Excavation Support

General excavation for the proposed building is not anticipated; however, local excavations for foundations, pits and utilities, and surficial removal of soil and debris is expected. Excavation using conventional earth moving equipment (i.e., excavators) is feasible although the contractor should consider size of the below grade boulders. Considering the size of the open lot, an open cut method of excavation appears feasible.

We recommend that the side slopes for all open cut excavations should not be steeper than 1 vertical to 2 horizontal, and should meet all OSHA requirements for workmen safety.

A detailed design of the excavation support (even if open cut is used) should be provided by the Contractor. The design including plans and calculations should be sealed by a Professional Engineer licensed in the State of New York. Regardless of the excavation system used, all existing utilities will need to be protected or rerouted for construction.

Construction Dewatering

Based on groundwater level readings, site-wide dewatering is not anticipated during construction of the foundations. Localized temporary pumping from storm runoff may be required, and can likely be accomplished with gravel-lined sumps and sump pumps. Disposal of pumped groundwater should be performed in accordance with all applicable local and federal regulations. The site should be graded during construction to facilitate proper drainage and minimize ponding during precipitation events.

Backfill and Compaction

Fill and compaction equipment to be used to backfill any excavation should be free of organic, frozen, and other deleterious materials, and should have a maximum particle size no greater than 4 inches. Imported fill should contain no more than 30% of the material retained on the 3/4-inch sieve. The material passing the 3/4-inch sieve should contain, by weight, no more than 40% passing the No. 100 sieve, or 12% passing the No. 200 sieve. On-site material meeting the above criteria may be used as controlled backfill pending environmental impacts.

All backfill should be placed in uniform lifts no greater than 1-ft and compacted with a minimum of eight passes with a five ton or one ton roller as outlined above. All backfill should be compacted to at least 95% of its maximum dry density as determined by ASTM D1557. Water content at the time of compaction should be within a few percentage points of optimum. Grain size distributions, maximum dry density and optimum water content determinations should be made on representative samples of the proposed fill material. All fill placement and compaction should be subject to inspection and testing. No fill material should be placed on areas where free water is standing, on frozen subsoil, or on surfaces which have not been approved by the on-site geotechnical engineer.

Subgrade Preparation

Foundation and slab areas should be proof rolled with a minimum of eight complete passes (one pass is forward and reverse) with a five ton smooth drum vibrating roller (for slabs) or a one ton walk-behind vibratory roller (for footings) over the entire excavation area. Any area exhibiting excessive pumping, rutting or weaving may require additional undercutting as determined by the Geotechnical Engineer.

Where soft or unstable material is encountered during proofrolling, the footing or slab subgrade should be over-excavated 2-ft below the design subgrade level, and extended laterally 2-ft beyond the edge of the footings.

SERVICES DURING DESIGN, CONSTRUCTION DOCUMENTS AND CONSTRUCTION QUALITY ASSURANCE

During final design we should be retained to consult with the design team as geotechnical questions arise. Technical specifications and design drawings should incorporate Langan's recommendations. When authorized, Langan will assist the design team in preparing specification sections related to geotechnical issues such as earthwork, ground improvement, shallow foundations, backfill and excavation support. Langan should also, when authorized, review the project plans, as well as Contractor submittals relating to materials and construction procedures for geotechnical work, to confirm the designs incorporate the intent of our recommendations.

Langan has investigated and interpreted the site subsurface conditions and developed the foundation design recommendations contained herein, and is therefore best suited to perform quality assurance observation and testing of geotechnical-related work during construction. The work requiring quality assurance confirmation and/or special inspections per the Building Code includes, but is not limited to, earthwork, backfill, ground improvement, shallow foundations, and excavation support.

Recognizing that construction observation is the final stage of geotechnical design, quality assurance observation during construction by Langan is necessary to confirm the design assumptions and design elements, to maintain our continuity of responsibility on this project, and allow us to make changes to our recommendations, as necessary. The foundation system and general geotechnical construction methods recommended herein are predicated upon Langan assisting with the final design and providing construction observation services for the Owner. Should Langan not be retained for these services, we cannot assume the role of geotechnical engineer of record, and the entity providing the final design and construction observation services must serve as the engineer of record.

OWNER AND CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for construction quality control, which includes satisfactorily constructing the foundation system and any associated temporary works to achieve the design intent while not adversely impacting or causing loss of support to neighboring property, structures, utilities, roadways, etc. Construction activities that can alter the existing ground conditions such as excavation, fill placement, foundation construction, ground improvement, pile driving/drilling, dewatering, etc. can also induce stresses, vibrations, and movements in nearby structures and utilities, and disturb occupants. Contractors are solely responsible to ensure that their activities will not adversely affect the structures and utilities, and will not disturb occupants. Contractors must also take all necessary measures to protect the existing structures, utilities, etc. during construction.

LIMITATIONS

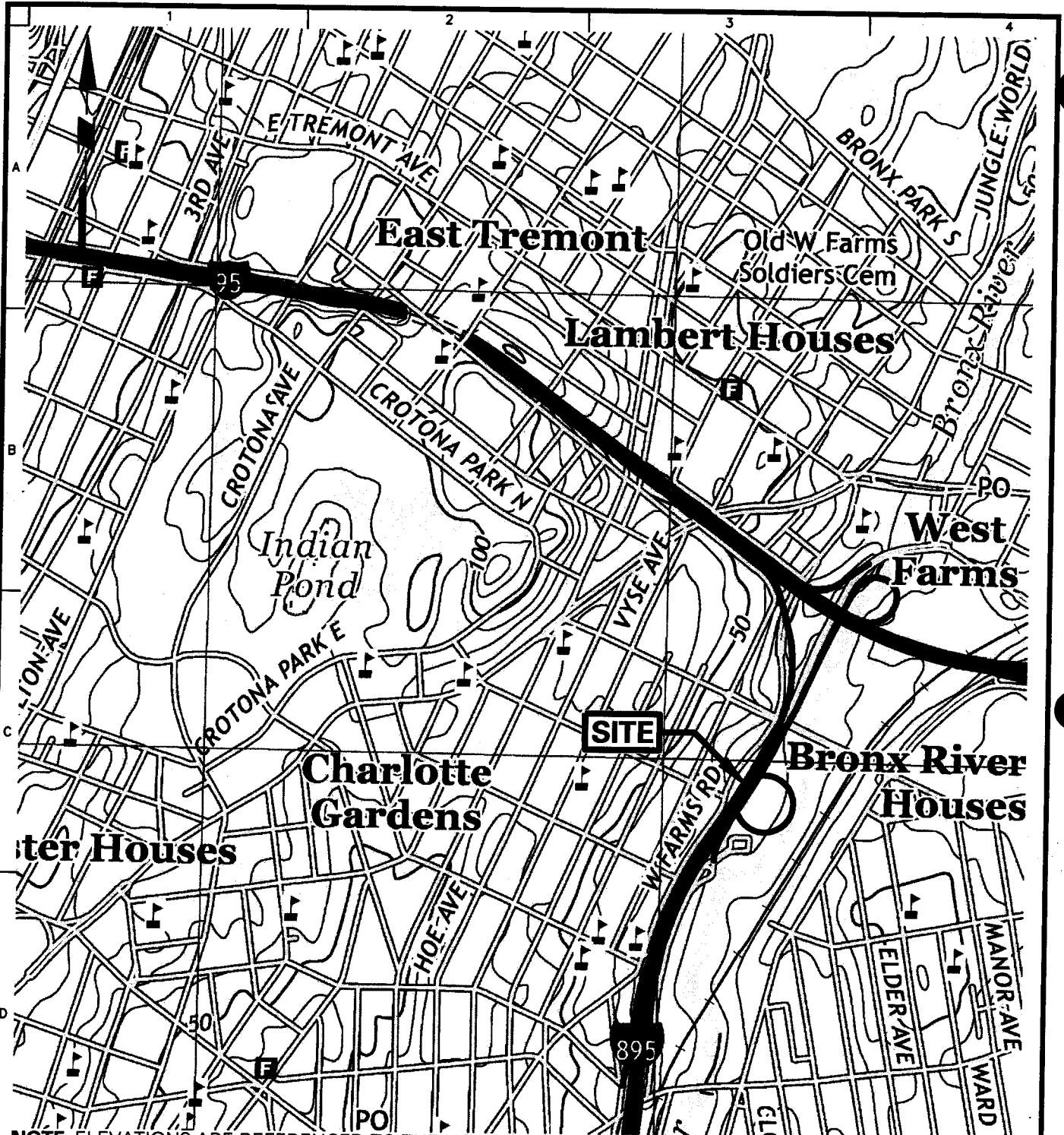
The conclusions and recommendations provided in this report result from our interpretation of the geotechnical conditions existing at the site inferred from a limited number of borings, as well as architectural and structural information provided by Gray Organschi Architecture and Robert Silman Associates Structural Engineers. Actual subsurface conditions may vary. Recommendations provided are dependent upon one another and no recommendation should be followed independent of the others.

Any proposed changes in structures or their locations should be brought to Langan's attention as soon as possible so that we can determine whether such changes affect our recommendations. Information on subsurface strata and groundwater levels shown on the logs represent conditions encountered only at the locations indicated and at the time of investigation. If different conditions are encountered during construction, they should immediately be brought to NYC DDC and Langan's attention for evaluation, as they may affect our recommendations.

This report has been prepared to assist the Owner, architect, and structural engineer in the design process and is only applicable to the design of the specific project identified. The information in this report cannot be utilized or depended on by engineers or contractors who are involved in evaluations or designs of facilities (including underpinning, grouting, stabilization, etc.) on adjacent properties which are beyond the limits of that which is the specific subject of this report.

Environmental issues (such as permitting or potentially contaminated soil and groundwater) are outside the scope of this study and should be addressed in a separate evaluation.

DRAWINGS



NOTE: ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

SOURCE: "CENTRAL PARK QUADRANGLE NEW YORK-NEW JERSEY 7.5-MINUTE SERIES", U.S. GEOLOGICAL SURVEY, 2013



LANGAN

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Langan Engineering and Environmental Services, Inc.
Langan International LLC

Collectively known as Langan

Project

**STARLIGHT PARK
COMFORT STATION**

BRONX

Drawing Title

SITE LOCATION MAP

NEW YORK

Project No.

005788406

Date

4/1/2015

Scale

1" = 1000'

Drawn By

KS

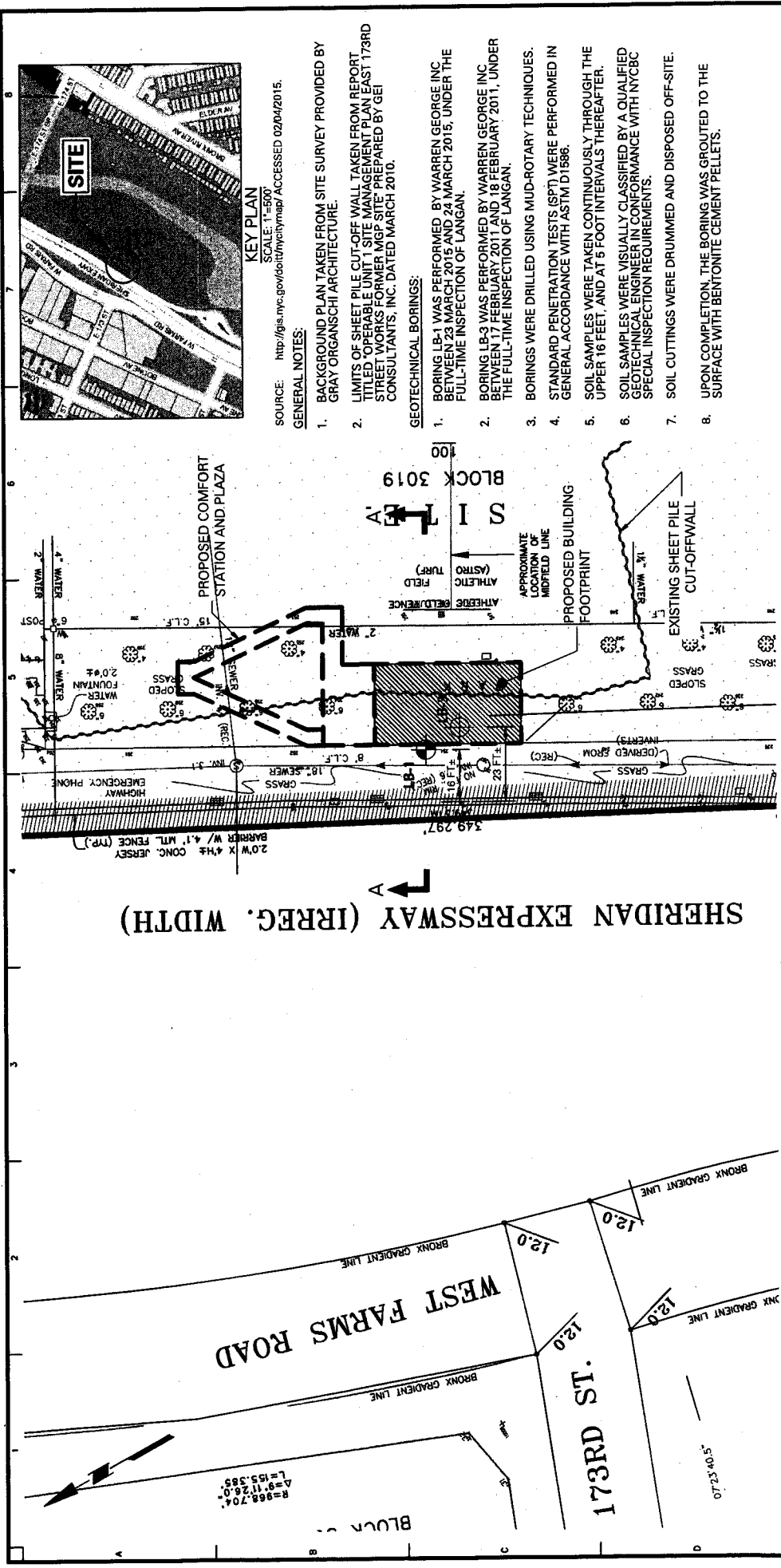
Submission Date

4/1/2015

Figure No.

1

Sheet 1 of 8



KEY PLAN

SOURCE: <http://gis.nyc.gov/dot/nycitymap/> ACCESSED 02/04/2015.

GENERAL NOTES:

1. BACKGROUND PLAN TAKEN FROM SITE SURVEY PROVIDED BY GRAY ORGANSCHI ARCHITECTURE.
2. LIMITS OF SHEET PILE CUT-OFF WALL TAKEN FROM REPORT DATED 11/11/11, SITE MANAGEMENT PLAN (EAST 173RD STREET WORKS) FOR THE MGP SITE, PREPARED BY GEI CONSULTANTS, INC. DATED MARCH 2010.

GEOTECHNICAL BORINGS:

1. BORING LB-1 WAS PERFORMED BY WARREN GEORGE INC. BETWEEN 23 MARCH 2015 AND 24 MARCH 2015, UNDER THE FULL-TIME INSPECTION OF LANGAN.
2. BORING LB-3 WAS PERFORMED BY WARREN GEORGE INC. BETWEEN FEBRUARY 2011 AND 18 FEBRUARY 2011, UNDER THE FULL-TIME INSPECTION OF LANGAN.
3. BORINGS WERE DRILLED USING MUD-ROTARY TECHNIQUES.
4. STANDARD PENETRATION TESTS (SPT) WERE PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586.
5. SOIL SAMPLES WERE TAKEN CONTINUOUSLY THROUGH THE UPPER 16 FEET, AND AT 5 FOOT INTERVALS THEREAFTER.
6. SOIL SAMPLES WERE VISUALLY CLASSIFIED BY A QUALIFIED GEOTECHNICAL ENGINEER IN CONFORMANCE WITH NYCBC SPECIAL INSPECTION REQUIREMENTS.
7. SOIL CUTTINGS WERE DRUMMED AND DISPOSED OFF-SITE.
8. UPON COMPLETION, THE BORING WAS GROUTED TO THE SURFACE WITH BENTONITE CEMENT PELLETS.

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LEGEND

- 2015 BORING
- LB-1
- 2011 BORING
- LB-3

Project

**STARLIGHT PARK
COMFORT STATION**

BRONX NEW YORK

Drawing Title

**BORING
LOCATION PLAN**

Project No.

005788-06

Date

04/08/2015

Scale

1" = 30' ±

Drawn By

RG

Checked By

RG

Submission Date

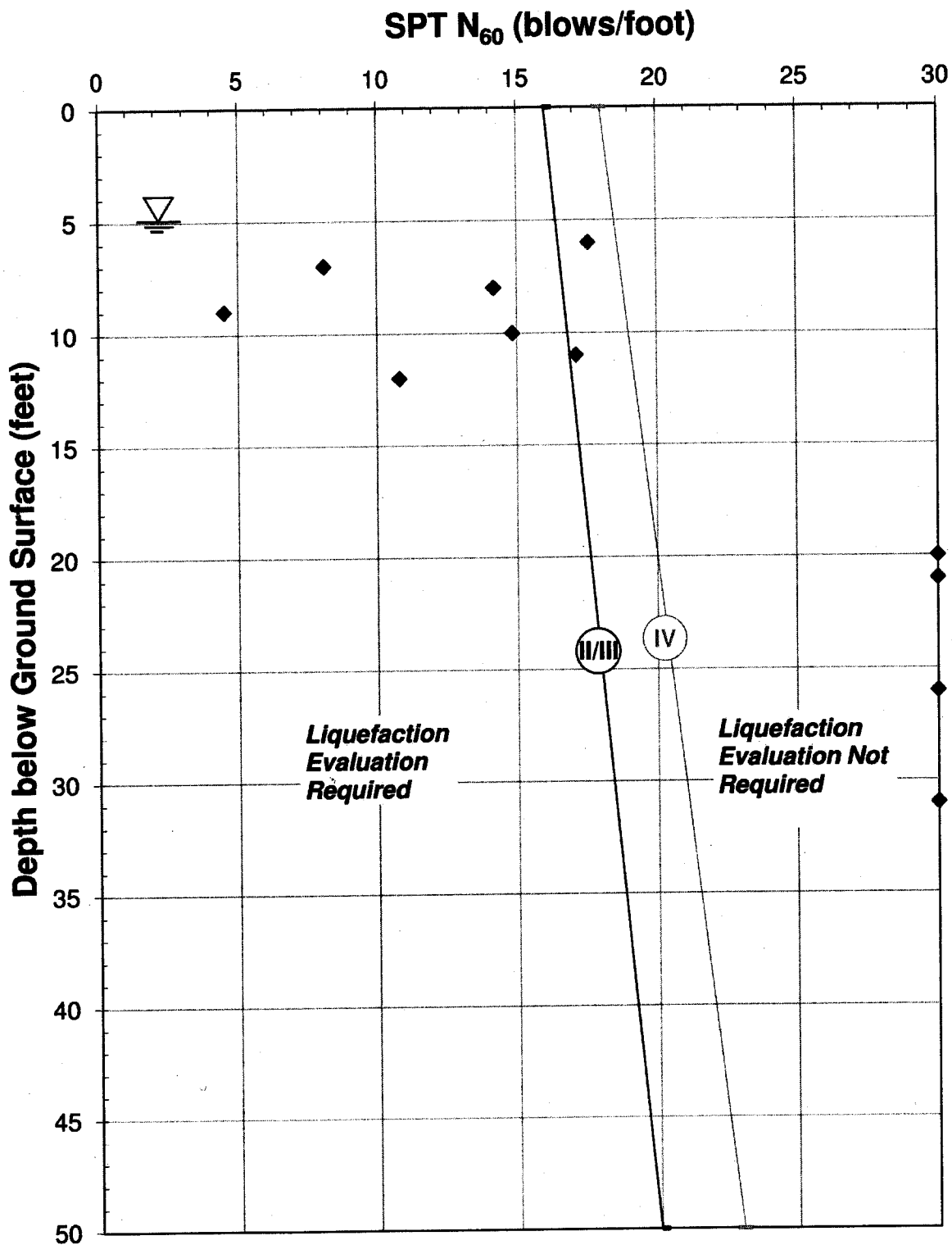
4/08/2015

Drawing No.

4

Sheet

4 of 8



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**STARLIGHT PARK
COMFORT
STATION**

BRONX

NEW YORK

Drawing Title

**NYCBC
LIQUEFACTION
ASSESSMENT
DIAGRAM**

Project No.
005788406

Date
4/1/2015

Scale
N.T.S.

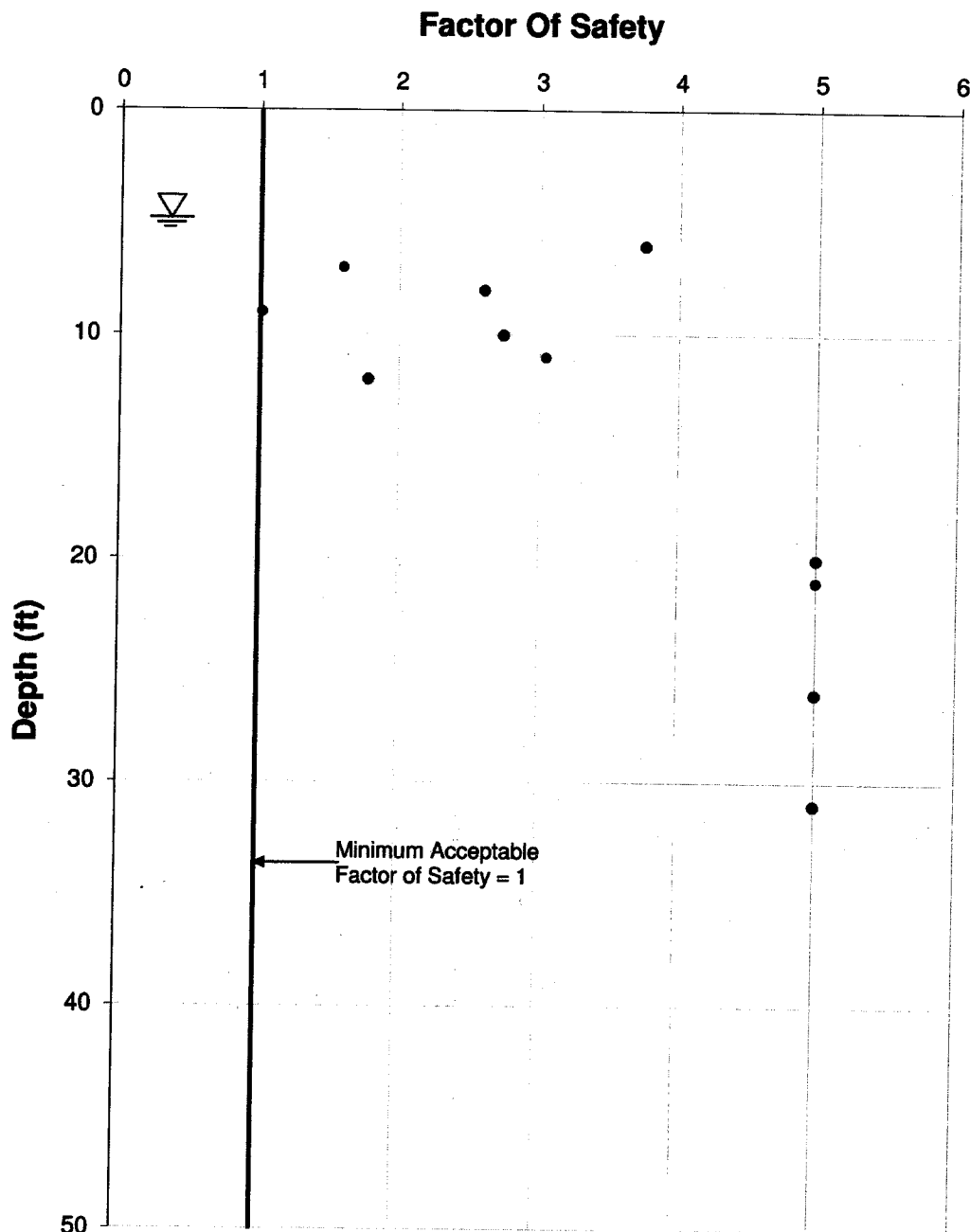
Drawn By
TS

Submission Date
4/1/2015

Figure No.

6

Sheet 6 of 8



NOTE:
 SOIL SAMPLES IDENTIFIED AS NON-LIQUEFIABLE WERE ASSUMED TO HAVE A FACTOR OF SAFETY OF 5.
 THIS DIAGRAM SHOWS A PLOT OF THE FACTOR OF SAFETY WITH DEPTH USING THE YOUND ET AL. (2001) PROCEDURE.

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**STARLIGHT PARK
 COMFORT STATION**

BRONX

NEW YORK

Drawing Title

**YOUND ET AL (2001)
 LIQUEFACTION
 ASSESSMENT
 DIAGRAM**

Project No.
 005788406

Date
 4/1/2015

Scale
 N.T.S.

Drawn By
 KS

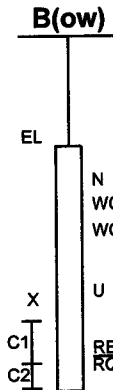
Submission Date
 4/1/2015

Figure No.

7

Sheet 7 of 8

BORING KEY



- B BORING IDENTIFICATION
 EL GROUND SURFACE ELEVATION AT TIME OF BORING
 N STANDARD PENETRATION RESISTANCE; NUMBER OF BLOWS OF A 140 LB. HAMMER FREE FALLING 30 IN. TO DRIVE A 2 IN O.D. SPLIT SPOON SAMPLER 12 IN. AFTER 6 INCHES OF INITIAL PENETRATION.
 REC (LENGTH OF ROCK RETRIEVED) / (LENGTH OF ROCK CORED) * 100 %
 RQD ROCK QUALITY DESIGNATION (LENGTH OF ROCK PIECES 4 INCHES OR LONGER) / (LENGTH OF ROCK CORED) * 100 %
 X NEW YORK CITY BUILDING CODE CLASSIFICATION

- (OW) GROUNDWATER OBSERVATION WELL
 V MEASURED STATIC GROUNDWATER LEVEL
 V DESIGN GROUNDWATER LEVEL
 C1 ROCK CORE RUN IDENTIFICATION AND LENGTH
 WOR 2 FT PENETRATION OF THE SPLIT SPOON SAMPLER UNDER THE OWN WEIGHT OF RODS
 WOH 2 FT PENETRATION OF THE SPLIT SPOON SAMPLER UNDER THE STATIC WEIGHT OF THE DRIVING HAMMER
 U UNDISTURBED SAMPLE

MATERIAL SYMBOLS

	SAND		UNCONTROLLED FILL
	SILTY FINE SAND		CLAY
	GRAVELLY SAND		SILT
	GRAVEL		ORGANIC MATERIALS
	TILL		BOULDER
	ROCK		DECOMPOSED & WEATHERED ROCK

NEW YORK CITY BUILDING CODE CLASSIFICATION NUMBER

- CLASS 1 BEDROCK
 CLASS 1a HARD SOUND ROCK - gneiss, diabase, schist
 CLASS 1b MEDIUM HARD ROCK - marble, serpentine
 CLASS 1c INTERMEDIATE ROCK - shale, sandstone
 CLASS 1d SOFT ROCK - weathered rock
 CLASS 2 SANDY GRAVEL AND GRAVEL (GW, GP)
 CLASS 2a DENSE SANDY GRAVEL AND GRAVEL
 CLASS 2b MEDIUM SANDY GRAVEL AND GRAVEL
 CLASS 3 GRANULAR SOILS (GC, GM, SW, SP, SM, and SC)
 CLASS 3a DENSE GRANULAR SOILS
 CLASS 3b MEDIUM GRANULAR SOILS
 CLASS 4 CLAYS (SC, CL, and CH)
 CLASS 4a HARD CLAYS
 CLASS 4b STIFF CLAYS
 CLASS 4c MEDIUM CLAYS
 CLASS 5 SILTS AND SILTY SOILS (ML AND MH)
 CLASS 5a DENSE SILTS AND SILTY SOILS
 CLASS 5b MEDIUM SILTS AND SILTY SOILS
 CLASS 6 Organic Silts, Organic Clays, Peats, Soft Clays, Loose Granular Soils and Varved Silts
 CLASS 7 Controlled and Uncontrolled Fills

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Project

**STARLIGHT PARK
 COMFORT STATION**

QUEENS

NEW YORK

Drawing Title

**BORING KEY
 AND
 LEGEND**

Project No.
 005788406

Date
 04/01/2015

Scale
 N.T.S.

Drawn By
 RS

Submission Date
 04/01/2015

Drawing No.

LS-1

Sheet 8 of 8

APPENDIX A

HISTORIC BORING LOG

LANGAN

Log of Boring

LB-3

Sheet

1

of

2

Project Starlight Park Comfort Station		Project No. 005788406	
Location Bronx, N.Y.		Elevation and Datum NAVD88	
Drilling Agency Warren George, Inc.		Date Started 2/17/11	Date Finished 2/18/11
Drilling Equipment Mobile-61 Truck Mounted Drill Rig		Completion Depth 40 ft	Rock Depth 35 ft
Size and Type of Bit 3 7/8" & 3 7/8" Tricone Roller Bits		Number of Samples 11	Disturbed 11
Casing Diameter (in) 4" I.D.		Casing Depth (ft) 19	Undisturbed 1
Casing Hammer Donut		Weight (lbs) 140	Drop (in) 30
Sampler 2" Split Spoon		Water Level (ft.) 11	Completion 24 HR.
Sampler Hammer Donut		Weight (lbs) 140	Drop (in) 30
		Drilling Foreman Mike Macaline	
		Inspecting Engineer Pragnesh Shah	

MATERIAL SYMBOL	Elev. (ft)	Building Code	Sample Description	Depth Scale	Sample Data						Remarks (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, etc.)
					Number	Type	Recon. (in)	Penetr. resist. BL/ft	N-Value (Blows/ft)		
	+12.5			0					10 20 30 40		
			Dark brown silty m-f SAND, trace fine gravel, trace roots, trace quartz pieces (moist) [FILL/SM]	1	S-1	SS	8	6	12		Start drilling LB-3 at 11:40AM on 2/17/2011 Take S-1 (0-2')
			Dark brown silty m-f SAND, trace fine gravel (moist) [FILL/SM]	2	S-2	SS	1	50/6"			Take S-2 (2'-2'6") Refusal at 2-6"
				3				9			Take S-3 (3-5')
			Yellow-black SILT, some m-f sand, trace gravel (moist) [FILL/ML]	4	S-3	SS	8	7	14		Advance casing to 4' Roller bit to 4', heavy rig chatter at 2'6" Take S-4 (5-7')
				5				9			
			Brown-black silty c-f SAND, trace gravel, trace mica schist (moist) [FILL]	6	S-4	SS	10	13	26		
			Brown c-f SAND, trace silt. trace gravel (moist) [FILL]	7				9			Take S-5 (7-9') strong chemical odor in sample
			Black-gray silty SAND, trace wood, gravel, strong organic odor (moist) [FILL/SW-SM]	8	S-5	SS	13	12	21		
				9				20			Advanced casing to 9' Clean hole to 9', dark black wash, odor Take S-6 (9-11')
			Gray m-f SAND, some silt, trace gravel (moist) [FILL/SM]	10	S-6	SS	3	9	22		
				11				7			Take S-7 (11'-13') strong odor
				12	S-7	SS	5	5	16		
			Dark gray clayey SILT, some m-f sand, trace gravel, trace fibers, strong organic odor (wet) [Fill/SM]	13				11			
				14				8			Advance casing to 14' Clean hole to 15' Dark brown wash 12-14' Take S-8 (15'-17') clay with wood fibers in sample
				15				3			
			Green silty CLAY trace fine sand, trace wood fibers, organic clay (moist) [OH]	16	S-8	SS	20	2	2		
				17				4			Take W-1 (shelby tube) no recovery
			No recovery	18	W-1	SH	0				
				19							Take S-9 (19'-21') Very hard drilling at 19'9" spoon refusal at 19'9"
				20	S-9	SS	3	14	100/3"		Refusal


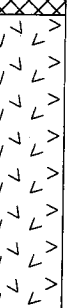

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LANGAN

Log of Boring

LB-3

Sheet 2 of 2

Project			Project No.							
Starlight Park Comfort Station			005788406							
Location			Elevation and Datum							
Bronx, N.Y.			NAVD88							
MATERIAL SYMBOL	Elev. (ft)	Building Code	Sample Description	Depth Scale	Sample Data					Remarks (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, etc.)
					Number	Type	Recov. (in)	Penetr. resist. BL/6in	N-Value (Blows/ft)	
	-22.5	Class 1d	Black-gray fine SAND some gravel (rock fragments) tr silt (moist) [DECOMPOSED ROCK]	20						Clean hole to 19' 2/17/2011 end of day 2/18/2011 Warren George, Inc on site 7:00 AM Downtime 8:20 to 10:20 Bring 3" casing and water tank Roller bit to 23' and clean hole Hit boulder, spoon refusal at 23' Clean hole to 25' Rig chatter between 22'-24' Hard drilling, rig chatter Advance 3" casing to 25' Take S-10 (25 - 27')
				21						
				22						
				23						
				24						
				25				75		
			Gray MICA SCHIST mixed with silt m-f sand (moist) [DECOMPOSED ROCK]	26	S-10	SS	9	77		
				27				58		
				28				47		
				29						
	-27.5	Class 1b	Gray MICA SCHIST mixed with silt, m-f sand, trace quartz (moist) [DECOMPOSED]	30				26		Slow drilling between 25'-30' Gray-green wash with mica schist Clean hole to 30' Take S-11 (30'-32') Slow drilling Roller bit to 35' and clean the hole Very hard drilling at 35' Start coring 35'-40'
				31	S-11	SS	10	31		
				32				87		
				33				100/3"		
				34						
				35						
			Black-gray MICA SCHIST with quartz inclusion, hard to very hard, slightly fractured [ROCK]	36	C-1	NX	REC=54"/60" =90%	RQD=48"/60" =80%		
				37						
				38						
				39						
	-27.5	Class 1b	End of boring at 40'	40						
				41						
				42						
				43						
				44						
				45						

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APPENDIX B

2015 BORING LOG

LANGAN

Log of Boring

LB-1

Sheet 1 of 2

Project Starlight Park Comfort Station		Project No. 005788406	
Location Bronx, N.Y.		Elevation and Datum NAVD88	
Drilling Agency Warren George, Inc.		Date Started 3/23/15	Date Finished 3/24/15
Drilling Equipment Acker 82 Truck Mount		Completion Depth 33 ft	Rock Depth 27 ft
Size and Type of Bit 3 7/8" & 5 7/8" Tricone Roller Bits		Number of Samples	Disturbed 10 Undisturbed 0 Core 5
Casing Diameter (in) 4" I.D.	Casing Depth (ft) 15'	Water Level (ft.) First 10 Completion -	24 HR. -
Casing Hammer Donut	Weight (lbs) 140	Drop (in) 30	
Sampler 2" Split Spoon		Drilling Foreman Jimmy Wilson	
Sampler Hammer Safety		Inspecting Engineer Nick Kerr	
Weight (lbs) 140		Drop (in) 30	

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MATERIAL SYMBOL	Elev. (ft)	Building Code	Sample Description	Casing blws/ft Coring (min)	Depth Scale	Sample Data					Remarks			
						Number	Type	Recov. (in)	Penetr. resist. BL/ft	N-Value (Blows/ft)	10	20	30	40
	+12.0				0									
			Dark brown silty f-m SAND, trace f-c gravel, trace glass, trace brick (Fill) [SM]		1	S-1	SS	8	13	26*				
					2				13					
					3	S-2	SS	10	8	13*				
			Dark brown clayey f-m SAND, trace f-m angular gravel, trace brick (Fill) [SC]		4				6					
					5				7					
					6				10					
			Olive brown silty SAND, some f-c gravel (muscovite rock fragments) (Fill) [SM]		7	S-3	SS	12	9	9*				
					8				6					
					9				3					
					10				4					
			Brown white m-f SAND, some silt, some f-m gravel, (rock fragments) (moist) [SM]		11	S-4	SS	5	38	9*				
					12				4					
					13				5					
			Brown orange sandy SILT (moist)		14				5					
					15	S-5A	SS	18	2	5*				
			Black f-m SAND - strong odor (wet)		16	S-5B	SS	3	8					
					17				8					
					18				15					
			Brown clayey f-m SAND [SC] (wet)		19	S-6A	SS	11	9	19*				
					20	S-6B	SS	10	8					
			Gray black silty f-m SAND, trace f-m gravel (mica minerals)		21				4					
					22				3					
					23				4					
			Black brown CLAY, trace f-m gravel (wet) [OH]		24	S-7	SS	6	3	7*				
					25				3					
					26				3					
					27				3					
			Black brown CLAY, some silt, trace wood, trace m-f sand (wet) [OH]		28	S-8	SS	4	2	2*				
					29				2					
					30				1					

3/23/2015
Drillers arrive site 11:40 AM
Take S-1 @ 1:30

Take S-2

Attempt to push casing to 5'
Hammer casing to 4.5'
Pull casing (rock in casing - schist chunk)
Check depth at 4.5'
Take S-3
Take S-4
Spin casing 0' to 6'

Roller bit to 8.5'
Obstruction at 7'
6" roller bit to 8.5'
Take S-5

Take S-6
End of day at 2:50 PM
3/24/2015
7:30 AM Start
Spin casing to 9'
Clean out hole to 12'
Black wash
Add quik mud
Heavy rig chatter at 12.5'
Take S-7


Take S-8
Spin casing to 15'

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Log of Boring

LB-1

Sheet 2 of 2

Project Starlight Park Comfort Station				Project No. 005788406									
Location Bronx, N.Y.				Elevation and Datum NAVD88									
MATERIAL SYMBOL	Elev. (ft)	Building Code	Sample Description	Casing blow / ft Coring (min)	Depth Scale	Sample Data				Remarks (Drilling Fluid, Depth of Casing, Fluid Loss, Drilling Resistance, etc.)			
						Number	Type	Recov. (in)	Penetr. resist. BL/6in		N-Value (Blows/ft)		
	-21.0	Class 1d	No recovery Assumed weathered rock		20	S-9	SS	0	50/1"	Refusal	Drill to 20' Rig chatter at 19' Black wash Change at 17' black/brown Take S-9 Assumed top of weathered rock. Mica in wash 17'-20' Drill to 22' Heavy rig chatter		
					21								
					22								
					23								
					24								
					25								
					26	S-10	SS	1	29	36	38	42	74*
					27								
					28								
					29								
			Gray fine grained, slightly weathered, moderately jointed, MICA SCHIST (strong)		30	C-1	NX				Drill to 25' Brown wash Mica in wash Take S-10		
					31								
					32								
					33						Drill to 28' Rig chatter		
					34								
					35								
					36								
					37								
					38								
					39								
					40								
					41								
					42								
					43								
					44								
					45								
			End of boring at 33'								1:00 PM End of boring		

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APPENDIX C

LABORATORY TEST DATA

Langan #5788403
River House Borings, Bronx, NY
LABORATORY TESTING DATA SUMMARY

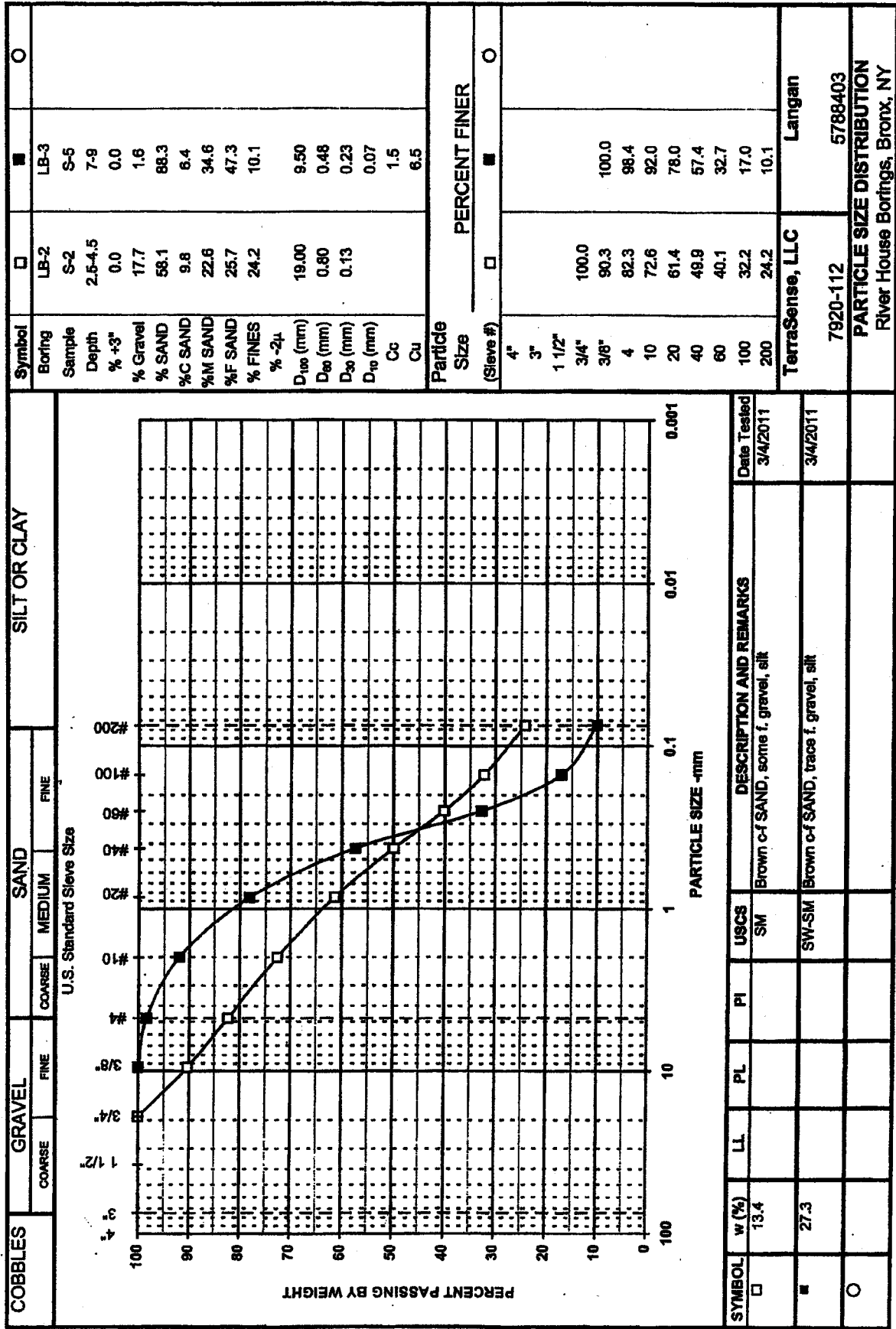
BORING NO.	SAMPLE NO.	DEPTH (ft)	IDENTIFICATION TESTS							REMARKS
			WATER CONTENT (%)	LIQUID LIMIT (-)	PLASTIC LIMIT (-)	PLAS. INDEX (-)	USCS SYMB. (1)	SIEVE MINUS NO. 200 (%)	ORGANIC CONTENT (burnoff) (%)	
LB-1	S-3	4-6	17.6				SM	25.8 ✓		
LB-1	S-6	10-12	11.4				GP-GM	11.7		
LB-2	S-2	2.5-4.5	13.4				SM	24.2 ✓		
LB-3	S-5	7-9	27.3				SW-SM	10.1 ✓		
LB-3	S-8	15-17	89.4	107	47	60	OH		10.2	

Note: (1) USCS symbol based on visual observation and Sieve and Atterberg limits reported.

Prepared by: JR
Reviewed by: CMJ *CMJ*
Date: 3/8/2011

TerraSense, LLC
45H Commerce Way
Totowa, NJ 07512

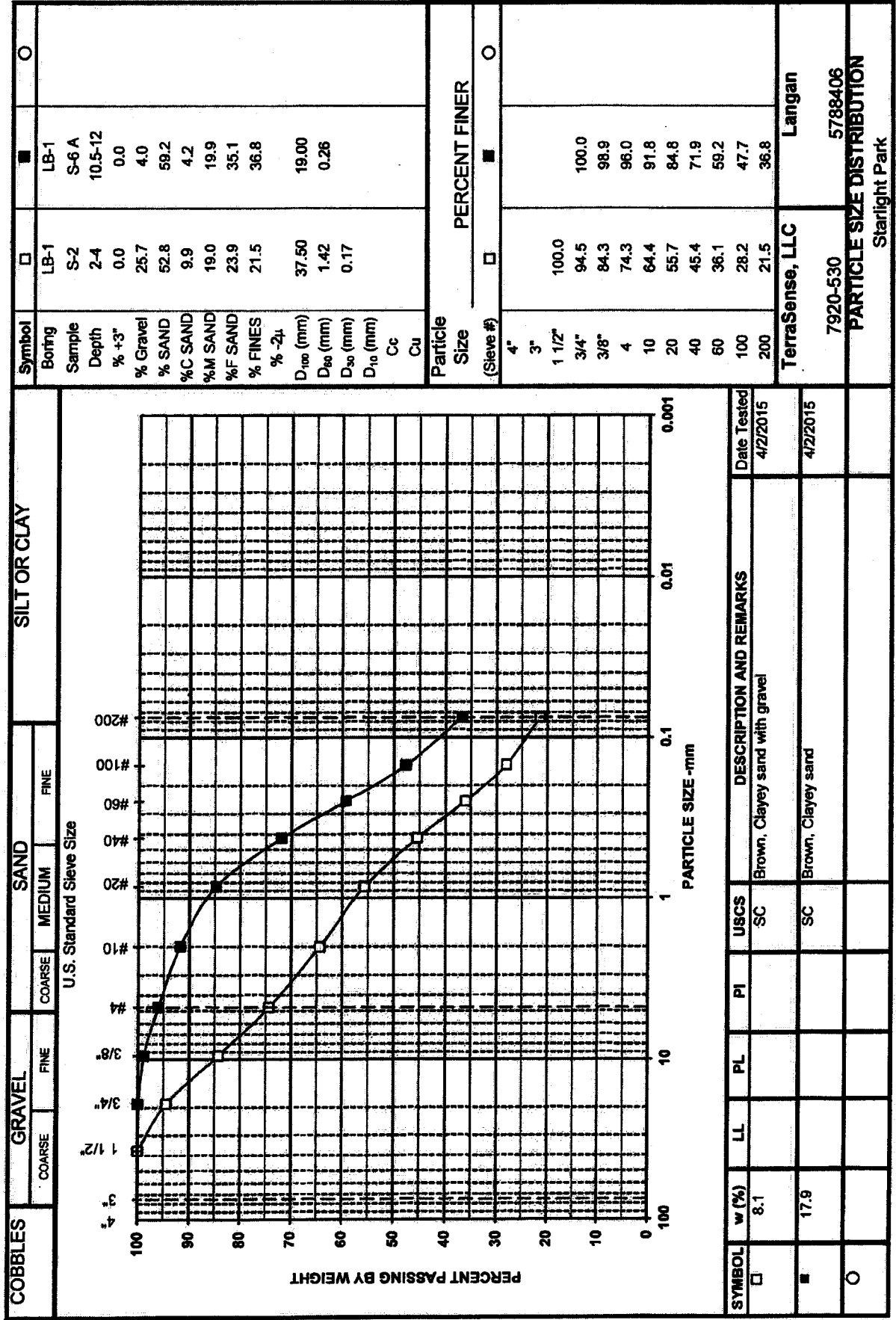
Project No.: 7920-112
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Page 1 of 1

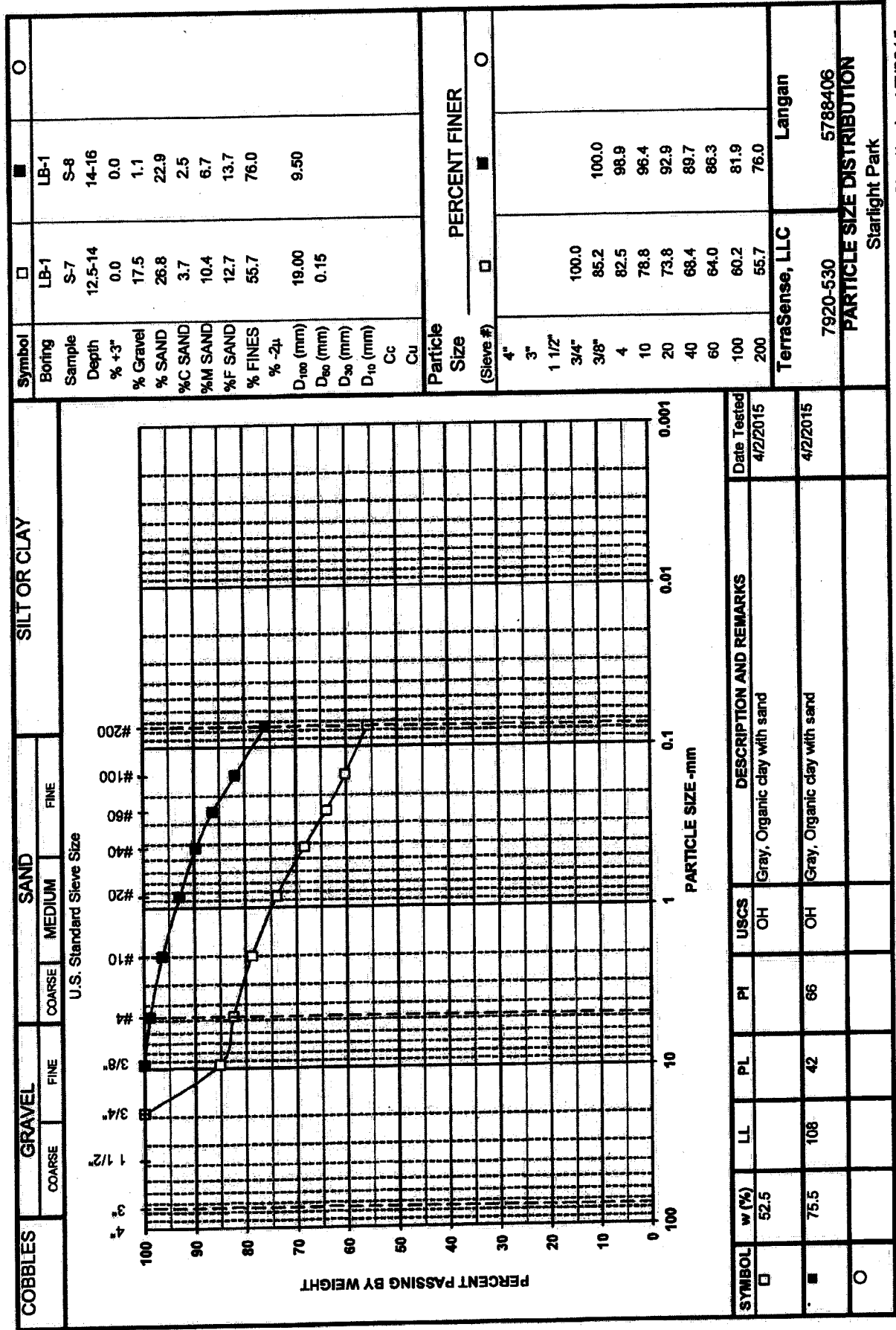


**Langan #5788406
Starlight Park
LABORATORY TESTING DATA SUMMARY**

BORING NO.	SAMPLE NO.	DEPTH (ft)	IDENTIFICATION TESTS							REMARKS
			WATER CONTENT (%)	LIQUID LIMIT (-)	PLASTIC LIMIT (-)	PLAS. INDEX (-)	USCS SYMB. (1)	SIEVE MINUS NO. 200 (%)	ORGANIC CONTENT (burnoff) (%)	
LB-1	S-2	2-4	8.1				SC	21.5		
LB-1	S-6A	10.5-12	17.9				SC	36.8		
LB-1	S-7	12.5-14	52.5				OH	55.7	7.2	
LB-1	S-8	14-16	75.5	108	42	66	OH	76.0	8.5	

Note: (1) USCS symbol based on visual observation and Sieve and Atterberg limits reported.





DDC PROJECT #: P109STARA

PROJECT NAME: Starlight Park Comfort Station

ATTACHMENT D – REVISIONS TO THE DRAWINGS

The following Drawing sheet has been modified:

Drawing G-100: delete Sustainability note 2

The following Drawing sheets are included with this Addendum:

GOA SK-01 dated 2/7/18

GOA SK-02 dated 2/7/18

A402 Revision 1 dated 2/8/18

A501 Revision 1 dated 2/8/18

A502 Revision 1 dated 2/8/18

A500 Revision 1 dated 2/22/18

A600 Revision 1 dated 2/22/18

FMS ID: P109STARA



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

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Starlight Park Comfort Station

LOCATION: 1700 Sheridan Expressway
BOROUGH: Bronx 10459
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:

P109STARA

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

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

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

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

Starlight Park Comfort Station

LOCATION:
BOROUGH:
CITY OF NEW YORK

1700 Sheridan Expressway
Bronx 10459

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

DPR

Gray Organschi Architect

Date:

June 20, 2017



117-112



**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
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VOLUME 2 OF 3

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

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



NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

**PROJECT LABOR AGREEMENT
COVERING NEW CONSTRUCTION
OF IDENTIFIED CITY OWNED
BUILDINGS AND STRUCTURES**

2015 - 2018

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE	1
SECTION 1. PARTIES TO THE AGREEMENT	2
ARTICLE 2 - GENERAL CONDITIONS.....	3
SECTION 1. DEFINITIONS.....	3
SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE	3
SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT	4
SECTION 4. SUPREMACY CLAUSE	4
SECTION 5. LIABILITY	5
SECTION 6. THE AGENCY	5
SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS	6
SECTION 8. SUBCONTRACTING	6
ARTICLE 3-SCOPE OF THE AGREEMENT.....	6
SECTION 1. WORK COVERED	6
SECTION 2. TIME LIMITATIONS.....	8
SECTION 3. EXCLUDED EMPLOYEES	8
SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES.....	10
ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT	10
SECTION 1. PRE-HIRE RECOGNITION	10

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 2. UNION REFERRAL.....	11
SECTION 3. NON-DISCRIMINATION IN REFERRALS.....	13
SECTION 4: MINORITY AND FEMALE REFERRALS	13
SECTION 5. CROSS AND QUALIFIED REFERRALS	14
SECTION 6. UNION DUES	14
SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS	15
SECTION 8. ON CALL REPAIR REFERRALS	15
ARTICLE 5- UNION REPRESENTATION	17
SECTION 1. LOCAL UNION REPRESENTATIVE.....	17
SECTION 2. STEWARDS.....	17
SECTION 3. LAYOFF OF A STEWARD	18
ARTICLE 6- MANAGEMENT'S RIGHTS.....	18
SECTION 1. RESERVATION OF RIGHTS.....	18
SECTION 2. MATERIALS, METHODS & EQUIPMENT	19
ARTICLE 7- WORK STOPPAGES AND LOCKOUTS	20
SECTION 1. NO STRIKES-NO LOCK OUT	20
SECTION 2. DISCHARGE FOR VIOLATION	21
SECTION 3. NOTIFICATION.....	21
SECTION 4. EXPEDITED ARBITRATION.....	21
SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION.....	23
ARTICLE 8 - LABOR MANAGEMENT COMMITTEE.....	24

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 1. SUBJECTS.....	24
SECTION 2. COMPOSITION.....	24
ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE.....	24
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES	24
SECTION 2. LIMITATION AS TO RETROACTIVITY.....	27
SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER	28
ARTICLE 10 - JURISDICTIONAL DISPUTES.....	28
SECTION 1. NO DISRUPTIONS.....	28
SECTION 2. ASSIGNMENT	28
SECTION 3. NO INTERFERENCE WITH WORK.....	29
ARTICLE 11 - WAGES AND BENEFITS	29
SECTION 1. CLASSIFICATION AND BASE HOURLY RATE.....	29
SECTION 2. EMPLOYEE BENEFITS	29
ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS.....	35
SECTION 1. WORK WEEK AND WORK DAY	35
SECTION 2. OVERTIME.....	36
SECTION 3. SHIFTS.....	36
SECTION 4. HOLIDAYS.....	37
SECTION 5. SATURDAY WORK.....	38
SECTION 6. REPORTING PAY.....	38
SECTION 7. PAYMENT OF WAGES	39

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

SECTION 8. EMERGENCY WORK SUSPENSION	40
SECTION 9. INJURY/DISABILITY	40
SECTION 10. TIME KEEPING	40
SECTION 11. MEAL PERIOD	40
SECTION 12. BREAK PERIODS	41
ARTICLE 13 - APPRENTICES	41
SECTION 1. RATIOS.....	41
ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY	42
SECTION 1. SAFETY REQUIREMENTS	42
SECTION 2. CONTRACTOR RULES.....	42
SECTION 3. INSPECTIONS.....	43
ARTICLE 15 - TEMPORARY SERVICES	43
ARTICLE 16 - NO DISCRIMINATION.....	43
SECTION 1. COOPERATIVE EFFORTS.....	43
SECTION 2. LANGUAGE OF AGREEMENT	44
ARTICLE 17- GENERAL TERMS.....	44
SECTION 1. PROJECT RULES	44
SECTION 2. TOOLS OF THE TRADE	44
SECTION 3. SUPERVISION.....	45
SECTION 4. TRAVEL ALLOWANCES	45
SECTION 5. FULL WORK DAY.....	45
SECTION 6. COOPERATION AND WAIVER	45

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

ARTICLE 18. SAVINGS AND SEPARABILITY.....	46
SECTION 1. THIS AGREEMENT	46
SECTION 2. THE BID SPECIFICATIONS	47
SECTION 3. NON-LIABILITY.....	47
SECTION 4. NON-WAIVER.....	48
ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS	48
SECTION 1. CHANGES TO AREA CONTRACTS	48
SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS.....	49
ARTICLE 20 - WORKERS' COMPENSATION ADR	49
SECTION 1.....	49
ARTICLE 21 - HELMETS TO HARDHATS	49
SECTION 1.....	49
SECTION 2.....	49
Project Labor Agreement - - Letter of Assent	52
New York City Building And Construction Trades Council Standards of Excellence	54

**PROJECT LABOR AGREEMENT COVERING IDENTIFIED
NEW CONSTRUCTION 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 new construction ("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;

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(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, acting through the Department of Design and Construction, 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 means the New York City Department of Design and Construction (DDC) or such other City agency that executes an addendum pursuant to Article 3, Section 1 of this Agreement; 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 Commissioner of the Department of Design and Construction 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

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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 construction contracts bid and let by the Agency (or its Construction Manager where applicable) after the effective date of this Agreement (and prior to December 31, 2018) for that new construction on any Project for which an

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

addendum has been issued pursuant to the provisions set forth below. Additional Projects may be added to this Agreement through a Project specific Addendum approved by an agency of the City of New York and by the BCTC on behalf of itself and its affiliated Local Unions. Each Project specific addendum is to outline and include a description of the project being undertaken, the project's location, and the general findings of the Feasibility Analysis used as the basis of the determination to utilize a PLA on the project.

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 under contracts bid prior to the effective date of this Agreement and all contracts let after December 31, 2018;
2. Contracts procured on an emergency basis;
3. Contracts that do not exceed \$250,000;
4. 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;
5. Contracts for installation of information technology that are not otherwise Program Work; and
6. 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;

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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.

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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 (2nd), fourth (4th), sixth (6th), and eighth (8th) employee, who have applied to the Local for Program Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 work days prior to the contract award.

For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

D. Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the

applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4: MINORITY, 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.

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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 trustee 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 trustee 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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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)(1) 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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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 trustee 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 employee 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 fringe benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

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.

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. 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.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day and work over forty (40) hours in a week, at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule A. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager, and must be scheduled with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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. 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

Memorial Day

Labor Day

Independence Day

President's Day

Veteran's Day

Thanksgiving 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 WORK

The Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one-half (1½) unless the applicable Schedule A permits a straight time rate.

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 or 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 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a

craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

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), and which may be limited to one person per applicable trade where practicable. 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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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.

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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
Gary LaBarbera
President

FOR NEW YORK CITY

BY: _____
Dr. Feniosky Peña-Mora
Commissioner, Department of Design & Construction

APPROVED AS TO FORM:

ACTING CORPORATION COUNSEL
NEW YORK CITY

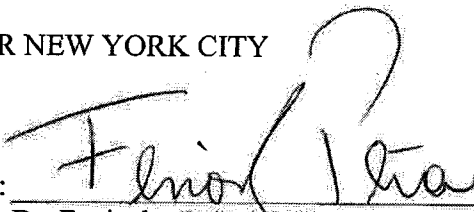
NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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:  _____
Dr. Feniosky Peña-Mora
Commissioner, Department of Design & Construction

APPROVED AS TO FORM:



ACTING CORPORATION COUNSEL
NEW YORK CITY

(TM)

SEP 23 2015

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

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 **Starlight Park Comfort Station** and located at 1700 Sheridan Expwy, Bronx NY (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 NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA

Dated: 4/26/2018

Reau Contracting & Restoration Inc
(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or
Higher Level Subcontractor)

Michael P/N
(Authorized Officer & Title)

1245 Sunrise Hwy, Copague NY 11726
(Address)

431 782-1020
(Phone) (Fax)

Contractor's State License

Sworn to before me this

26th day of April 2018.

Jaime Shelley
Notary Public

JAIME R. SHELLEY
Notary Public, State of New York
Registration No. 01SH6196186
Qualified in Suffolk County
My Commission Expires November 10, 2020

**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.

NYC AGENCY NEW CONSTRUCTION CITY OWNED BUILDINGS/STRUCTURES PLA



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, flagman, 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:

Joseph Colletti
 Joseph J. Colletti, President & CEO
 Building Trades Employees Association
BTEANYC The Voice of
 Building Trades Employment Association

Edward J. Molloy
 Edward J. Molloy, President
 Building and Construction Trades Council



<p><i>James Abadio</i> Senior Local 100 Local 100 Local 100</p>		<p><i>John A. DiStasio</i> Local 100 Local 100 Local 100</p>		<p><i>Shank USA Building</i> Local 100 Local 100 Local 100</p>		<p><i>Local 100</i> Local 100 Local 100 Local 100</p>	
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CITY OF NEW YORK
DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or 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 it 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
- II. PURPOSE
- III. DEFINITIONS
- IV. RESPONSIBILITIES
- V. SAFETY QUESTIONNAIRE
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW
- VIII. EVALUATION DURING WORK IN PROGRESS
- IX. SAFETY PERFORMANCE EVALUATION

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I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- ☐ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); 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").

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

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

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support- Quality Assurance and Construction Safety

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.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support- Quality Assurance and Construction Safety

- 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:

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- 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

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- 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.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support- Quality Assurance and Construction Safety

- 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:

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support- Quality Assurance and Construction Safety

- 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.

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

TABLE OF CONTENTS

CHAPTER I: THE CONTRACT AND DEFINITIONS	1
ARTICLE 1. THE CONTRACT	1
ARTICLE 2. DEFINITIONS	1
CHAPTER II: THE WORK AND ITS PERFORMANCE	4
ARTICLE 3. CHARACTER OF THE WORK	4
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5. COMPLIANCE WITH LAWS	5
ARTICLE 6. INSPECTION	10
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11
CHAPTER III: TIME PROVISIONS	12
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9. PROGRESS SCHEDULES	13
ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	14
ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS	18
ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE	19
ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15. LIQUIDATED DAMAGES	23
ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION	23
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS	24
ARTICLE 17. SUBCONTRACTS	24
ARTICLE 18. ASSIGNMENTS	26
CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE	26
ARTICLE 19. SECURITY DEPOSIT	26
ARTICLE 20. PAYMENT GUARANTEE	27
ARTICLE 21. RETAINED PERCENTAGE	29
ARTICLE 22. INSURANCE	30
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS	36
ARTICLE 24. MAINTENANCE AND GUARANTY	37
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM	38
ARTICLE 25. CHANGES	38
ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	38
ARTICLE 27. RESOLUTION OF DISPUTES	41
ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	45
ARTICLE 29. OMITTED WORK	46
ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	46
CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER	48
ARTICLE 31. THE RESIDENT ENGINEER	48
ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	48
ARTICLE 33. THE COMMISSIONER	48
ARTICLE 34. NO ESTOPPEL	49
CHAPTER VIII: LABOR PROVISIONS	49
ARTICLE 35. EMPLOYEES	49
ARTICLE 36. NO DISCRIMINATION	57
ARTICLE 37. LABOR LAW REQUIREMENTS	59

ARTICLE 38. PAYROLL REPORTS	64
ARTICLE 39. DUST HAZARDS	64
CHAPTER IX: PARTIAL AND FINAL PAYMENTS	65
ARTICLE 40. CONTRACT PRICE	65
ARTICLE 41. BID BREAKDOWN ON LUMP SUM	65
ARTICLE 42. PARTIAL PAYMENTS	65
ARTICLE 43. PROMPT PAYMENT	66
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT	66
ARTICLE 45. FINAL PAYMENT	67
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT	68
ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION	69
CHAPTER X: CONTRACTOR'S DEFAULT	69
ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	69
ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT	71
ARTICLE 50. QUITTING THE SITE	71
ARTICLE 51. COMPLETION OF THE WORK	71
ARTICLE 52. PARTIAL DEFAULT	71
ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK	72
ARTICLE 54. OTHER REMEDIES	72
CHAPTER XI: MISCELLANEOUS PROVISIONS	72
ARTICLE 55. CONTRACTOR'S WARRANTIES	72
ARTICLE 56. CLAIMS AND ACTIONS THEREON	73
ARTICLE 57. INFRINGEMENT	73
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES	74
ARTICLE 59. SERVICE OF NOTICES	74
ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT	74
ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED	74
ARTICLE 62. TAX EXEMPTION	74
ARTICLE 63. INVESTIGATION(S) CLAUSE	76
ARTICLE 64. TERMINATION BY THE CITY	78
ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	80
ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT	81
ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM	82
ARTICLE 68. ANTITRUST	82
ARTICLE 69. MACBRIDE PRINCIPLES PROVISIONS	83
ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB	85
ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS	85
ARTICLE 72. CONFLICTS OF INTEREST	85
ARTICLE 73. MERGER CLAUSE	85
ARTICLE 74. STATEMENT OF WORK	85
ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	85
ARTICLE 76. ELECTRONIC FUNDS TRANSFER	85
ARTICLE 77. RECORDS RETENTION	86
ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS	86

ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	87
SIGNATURES	95
ACKNOWLEDGMENT BY CORPORATION	96
ACKNOWLEDGMENT BY PARTNERSHIP	96
ACKNOWLEDGMENT BY INDIVIDUAL	96
ACKNOWLEDGMENT BY COMMISSIONER	97
AUTHORITY	98
COMPTROLLER'S CERTIFICATE	98
MAYOR'S CERTIFICATE	99
PERFORMANCE BOND #1	100
PERFORMANCE BOND #2.....	104
PAYMENT BOND	108

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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.

20.4.2 In 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.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 Extra Work: For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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 PSL. 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 PSL 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 PSL 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 PSL 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 PSL 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 Policies 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 PSLI 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 PSLI 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 (1) 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 prepaid 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 construction 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 assess, 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 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: 
Commissioner

CONTRACTOR:

By: 
(Member of Firm or Officer of Corporation)

Title: P. M.

(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 5 day of OCT 2018, before me personally came WILLIAM J. J. J.
to me known who, being by me duly sworn did depose and say that he resides at 5400 149
that he is the PROJECT MANAGER
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019


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:

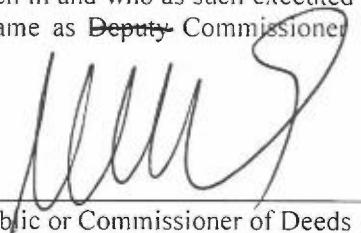
On this _____ day of _____, _____, before me personally appeared _____
to me known, and known to me to be the person described in and who executed the foregoing instrument;
and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 10 day of Oct., 2018, before me personally came Lorraine Grillo 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

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

AUTHORITY

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

DATED
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

Two million, four hundred
eighty-two thousand.

Dollars (\$ 2,482,000.-)

is chargeable to the fund of the Department of Design and Construction entitled Code

P109STAR A

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


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 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Renu Contracting & Restoration, Inc.

1215 Sunrise Highway, Copiague, New York 11726

hereinafter referred to as the "Principal,"

and, QBE Insurance Corporation

55 Water Street, New York, New York 10041

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

Two Million Four Hundred Eighty-Two Thousand & 00/100 Dollars

(\$ 2,482,000.00) 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

P109STARA; Starlight Park Comfort Station

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.

PERFORMANCE BOND #1 (Page 2)

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.

PERFORMANCE BOND #1 (Page 3)

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

(Seal) 2nd day of October, 2018

Renu Contracting & Restoration, Inc. (L.S.)
Principal

(Seal) By: Michael Vandenburg, President
QBE Insurance Corporation

(Seal) By: Anthony Joseph Panno, Attorney-in-Fact
Surety

(Seal) By: Mikaela Shuhi, Witness as to Surety
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

By: _____

Bond Premium Rate \$14.40/M, Sliding Scale

Bond Premium Cost \$24,443.00

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.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he/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.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

103

STANDARD CONSTRUCTION CONTRACT
March 2017

Individual
Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same.

My commission expires _____

Notary Public

Firm Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and _____ thereupon acknowledged to me that _____ executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of New York
County of Suffolk

On this 4th day of October, 2018, before me personally came Michael Vandenburg to me known, who being by me duly sworn, did depose and say that he is the President of Peni Contracting & Restoration Inc. the corporation described in and which executed the above instrument; that he knows and seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 11/10/2020

Jaime R. Shelley
Notary Public

JAIME R. SHELLEY

**Notary Public, State of New York
Registration No. 01SH6196185
Qualified in Suffolk County**

My Commission Expires November 10, 2020

Surety Acknowledgment

State of New Jersey
County of Essex

On this 2nd day of October, 2018, before me personally came Anthony Joseph Panno to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of OBE Insurance Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under then Standing Resolutions thereof.

My commission expires 7-6-2021

Anthony M. DiDonato
Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Anthony Joseph Panno of Chadler Solutions, Inc. of Fairfield, NJ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 15, 2017.

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

Matt
Matt Curran
Senior Vice President

STATE OF NEW YORK

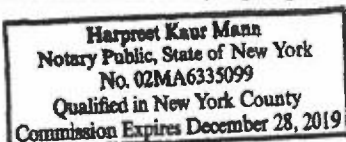
)

)SS:

COUNTY OF NEW YORK

)

On this December 15, 2017, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of October 2018.

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2017

(In thousands)

As of
Dec 31, 2017**ADMITTED ASSETS**

Cash and invested assets	\$ 1,332,202
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	230,506
Reinsurance recoverable on paid losses and loss adjustment expenses	118,099
Funds held by ceding companies	(409)
Net deferred tax asset	51,712
Investment income due and accrued	6,298
Receivables from parent, subsidiaries and affiliates	35,980
Other assets	279,942
TOTAL ADMITTED ASSETS	\$ 2,054,330

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 744,264
Unearned premiums	315,390
Reinsurance payable on paid loss and loss adjustment expenses	4,860
Ceded reinsurance premiums payable, net of commissions	170,765
Other expenses	4,184
Commissions payable	51,894
Funds held under reinsurance	2,846
Taxes, licenses and fees	(111)
Remittances and items not allocated	11,815
Payable to parent, subsidiaries and affiliates	96,959
Provision for reinsurance	6,056
Retroactive reinsurance	0
Amounts withheld or retained for account of others	(41)
Other liabilities	(32,544)

Total Liabilities**\$ 1,376,337****Capital and Surplus**

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	788,175
Special surplus funds	0
Unassigned funds (deficit)	(115,070)

Total capital and surplus**\$ 677,993****TOTAL LIABILITIES AND CAPITAL AND SURPLUS****\$ 2,054,330**

I, Matt Curran, Senior Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2017, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATION

By: Matt Curran, Senior Vice PresidentSubscribed and sworn to me this 12th day of March, 2018.

Harpreet Kaur Mann
Notary Public, State of New York
No. 02MA6335099
Qualified in New York County
Commission Expires December 28, 2019

By: Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

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

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Renu Contracting & Restoration, Inc.

1215 Sunrise Highway, Copiague, New York 11726

hereinafter referred to as the "Principal", and _____

QBE Insurance Corporation

55 Water Street, New York, New York 10041

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

Two Million Four Hundred Eighty-Two Thousand & 00/100 Dollars

(\$2,482,000.00) 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

P109STARA: Starlight Park Comfort Station

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.

PAYMENT BOND (Page 2)

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.

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

PAYMENT BOND (Page 3)

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 2nd day of October, 2018.

(Seal)

Renu Contracting & Restoration, Inc. (L.S.)
Principal

By: Michael VanDunbar, President

(Seal)

QBE Insurance Corporation

Surety

By: [Signature]

(Seal)

Anthony Joseph Panno, Attorney-in-Fact
Surety

By: [Signature]

(Seal)

Mikaela Shuhi, Witness as to Surety
Surety

By: _____

(Seal)

Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

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

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Individual
Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same.

My commission expires _____

Notary Public

Firm Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and _____ thereupon acknowledged to me that _____ executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of New York
County of Suffolk

On this 4th day of October, 2018, before me personally came Michael Vandenberg to me known, who being by me duly sworn, did depose and say that he is the President of Penn Contracting & Restoration Inc the corporation described in and which executed the above instrument; that he knows and seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 11/10/2020

Jaime R. Shelley
Notary Public

JAIME R. SHELLEY

Notary Public, State of New York
Registration No. 01SH6196185
Qualified in Suffolk County

My Commission Expires November 10, 2020

Surety Acknowledgment

State of New Jersey
County of Essex

On this 2nd day of October, 2018, before me personally came Anthony Joseph Panno to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of QBE Insurance Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under then Standing Resolutions thereof.

My commission expires 7-6-2021

Dom M. Di Domenico
Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Anthony Joseph Panno of Chadler Solutions, Inc. of Fairfield, NJ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 15, 2017.

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

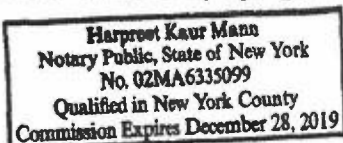
Matt Curran
Matt Curran
Senior Vice President

STATE OF NEW YORK)

)SS:

COUNTY OF NEW YORK)

On this December 15, 2017, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of October 2018.

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2017

(In thousands)

ADMITTED ASSETS

	As of Dec 31, 2017
Cash and invested assets	\$ 1,332,202
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	230,506
Reinsurance recoverable on paid losses and loss adjustment expenses	118,099
Funds held by ceding companies	(409)
Net deferred tax asset	51,712
Investment income due and accrued	6,298
Receivables from parent, subsidiaries and affiliates	35,980
Other assets	279,942
TOTAL ADMITTED ASSETS	\$ 2,054,330

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 744,264
Unearned premiums	315,390
Reinsurance payable on paid loss and loss adjustment expenses	4,860
Ceded reinsurance premiums payable, net of commissions	170,765
Other expenses	4,184
Commissions payable	51,894
Funds held under reinsurance	2,846
Taxes, licenses and fees	(111)
Remittances and items not allocated	11,815
Payable to parent, subsidiaries and affiliates	96,959
Provision for reinsurance	6,056
Retroactive reinsurance	0
Amounts withheld or retained for account of others	(41)
Other liabilities	(32,544)

Total Liabilities \$ 1,376,337**Capital and Surplus**

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	788,175
Special surplus funds	0
Unassigned funds (deficit)	(115,070)

Total capital and surplus \$ 677,993**TOTAL LIABILITIES AND CAPITAL AND SURPLUS**\$ 2,054,330

I, Matt Curran, Senior Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2017, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATIONBy: Matt Curran, Senior Vice PresidentSubscribed and sworn to me this 12th day of March, 2018.

Harpreet Kaur Mann
Notary Public, State of New York
No. 02MA6335099
Qualified in New York County
Commission Expires December 28, 2019

By: Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2018

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Selective Associates, Inc. 1687 Merrick Avenue P. O. Box 704 Merrick NY 11566	CONTACT NAME: Michael Chuber PHONE (A/C, No, Ext): (516) 546-5500 FAX (A/C, No): (516) 546-5535 E-MAIL: Michael@saiinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Co of Reading, PA 20427 INSURER B: Continental Insurance Company 35289 INSURER C: Continental Casualty Company 20443 INSURER D: Columbia Casualty Company 31127 INSURER E: INSURER F:
INSURED RENU CONTRACTING AND RESTORATION INC. 1215 SUNRISE HWY COPIAGUE NY 11726	

COVERAGES CERTIFICATE NUMBER: 2018-2019 Renu 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5091738550	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4034947191	5/7/2018	5/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Optional basic economic loss \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5091738564	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability Professional Liability			6042746933	5/7/2018	5/7/2019	Each Occ/Aggregate 2MIL/2MIL Each Occ/Aggregate 2MIL/2MIL

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

Project #P109STARA- Starlight Park Comfort Station Bourough of Bronx

For all work performed by the Insured for the certificate holder, the following are included as additional insureds as per written contract: City of New York, including its officials and employees, NYSDOT, including its official and employees and Federal Highway Administration, including its official and employees

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Ave
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

Michael Chuber/GRACE

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**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE **under the NYS 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

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>RENU CONTRACTING & RESTORATION INC 1215 SUNRISE HIGHWAY COPIAGUE, NY 11726</p> <p>Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number Of Insured</p> <p>1c. Federal Employer Identification Number of Insured Or Social Security Number</p> <p>20-5296551</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NYC DEPT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101</p>	<p>3a. Name of Insurance Carrier</p> <p>WESCO INSURANCE COMPANY</p> <p>3b. Policy Number of entity listed in box "1a.":</p> <p>0030815</p> <p>3c. Policy effective period:</p> <p>10/4/2018 to 12/31/2019</p>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ 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 10/4/2018

By

Kathleen Elia

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

Telephone Number 800-535-2711

Title

Vice President

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

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.



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 "1a" 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 may 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 notwithstanding 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.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 205296551
MILBURN SALES CO INC
C/O CHARLES COLLETTI
20 35TH STREET
COPIAGUE NY 11726



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER RENU CONTRACTING & RESTORATION INC. 1215 SUNRISE HIGHWAY COPIAGUE NY 11726		CERTIFICATE HOLDER NEW YORK CITY DEPARTMENT OF DESIGN & CONSTRUCTION 3030 THOMSON AVENUE LONG ISLAND CITY NY 11101	
POLICY NUMBER G1327 879-1	CERTIFICATE NUMBER 119101	POLICY PERIOD 03/01/2018 TO 03/01/2019	DATE 10/4/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1327 879-1, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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](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.

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

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 423917900

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.

Selective Associates Inc.

[Name of broker or agent (typewritten)]

1687 Merrick Avenue, Merrick NY 11566

[Address of broker or agent (typewritten)]

michael@saiinsurance.com

[Email address of broker or agent (typewritten)]

516-546-5500/516-546-5535

[Phone number/Fax number of broker or agent (typewritten)]



[Signature of authorized official or broker or agent]

Michael R Chuber /Authorized Agent

[Name and title of authorized official, broker or agent (typewritten)]

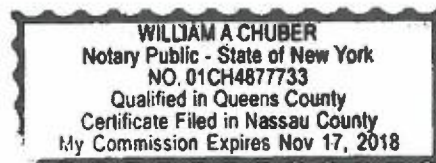
State of New York)
County of Nassau) ss:

Sworn to before me this

4th day of October, 2018



NOTARY PUBLIC FOR THE STATE OF New York



**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: RENU CONTRACTING AND RESTORATION INC.

Policy No: 5091738550

Endorsement No: 12

Effective Date: 05/07/2018

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40020006050917385508541





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: RENU CONTRACTING AND RESTORATION INC.

Policy No: 5091738550

Endorsement No: 12

Effective Date: 05/07/2018

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**CNA PARAMOUNT****Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: RENU CONTRACTING AND RESTORATION INC.

Policy No: 5091738550

Endorsement No: 17

Effective Date: 05/07/2018

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**CNA PARAMOUNT****Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020005050917385508547



CNA75008XX (10-16)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: RENU CONTRACTING AND RESTORATION INC.

Policy No: 5091738550

Endorsement No: 20

Effective Date: 05/07/2018

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**Transfer of Duties When a Limit of Insurance Is Used Up
Endorsement (Commercial General Liability) - New York**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following Condition is added:

Transfer of Duties When a Limit of Insurance Is Used Up

A. If the Insurer concludes that, based on **occurrences**, offenses, **claims** which have been reported to the Insurer and to which this insurance may apply, the:

1. General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
2. Products/Completed Operations Aggregate Limit;
3. Personal and Advertising Injury Limit;
4. Each Occurrence Limit; or
5. Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, the Insurer will notify the **First Named Insured**, in writing, to that effect.

B. When a limit of insurance described in paragraph **A.** above has actually been used up in the payment of judgments or settlements:

1. The Insurer will notify the **First Named Insured**, in writing, as soon as practicable, that:
 - a. such a limit has actually been used up; and
 - b. the Insurer's duty to defend **suits** seeking **damages** subject to that limit has also ended.
2. The Insurer will initiate, and cooperate in, the transfer of control, to any appropriate **Insured**, of all **claims** seeking **damages** which are subject to that limit and which are reported to the Insurer before that limit is used up. That **Insured** must cooperate in the transfer of control of said **claims**.

The Insurer agrees to take such steps, as the Insurer deems appropriate, to avoid a default in, or continue the defense of, such **suits** until such transfer is completed, provided the appropriate **Insured** is cooperating in completing such transfer.

The Insurer will take no action whatsoever with respect to any **claim** seeking **damages** that would have been subject to that limit, had it not been used up, if the **claim** is reported to the Insurer after that limit of insurance has been used up.

3. The **First Named Insured**, and any other **Insured** involved in a **suit** seeking **damages** subject to that limit, must arrange for the defense of such **suit** within such time period as agreed to between the appropriate **Insured** and the Insurer. Absent any such agreement, arrangements for the defense of such **suit** must be made as soon as practicable.

C. The **First Named Insured** will reimburse the Insurer for expenses the Insurer incurs in taking those steps the Insurer deems appropriate in accordance with paragraph **B.2.** above.

The duty of the **First Named Insured** to reimburse the Insurer will begin on:

1. the date on which the applicable limit of insurance is used up, if the Insurer sent notice in accordance with paragraph **A.** above; or
2. the date on which the Insurer sent notice in accordance with paragraph **B.1.** above, if the Insurer did not send notice in accordance with paragraph **A.** above.





CNA PARAMOUNT

**Transfer of Duties When a Limit of Insurance Is Used Up
Endorsement (Commercial General Liability) - New York**

- D. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of the Insurer's duty to defend, will not be affected by the Insurer's failure to comply with any of the provisions of this Condition.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**CNA PARAMOUNT****Amendment to Policy Declarations – Named Insured
Endorsement**

It is understood and agreed as follows:

The **Policy Declarations** is amended as follows:

A. Addition of **Named Insureds**:

The following are added as **Named Insureds**:

Name and Address of Named Insured
RENU CONTRACTING AND RESTORATION INC.
MILBURN SALES CO, INC. DBA MILBURN CARPET
BARNELL REALTY LLC
COCO 1215 REALTY LLC
MILBURN SALES CO, INC.
MILBURN SALES CO, INC. DBA MILBURN CARPET ONE
RENU CONTRACTING INC.
SUNRISE INSTALLATION, INC.
MILBURN SALES CO, INC. DBA MILBURN FLOORING MILLS
SUNRISE INSTALLATION INC DBA SUNRISE DOOR SOLUTIONS
1215 SUNRISE HWY
COPIAGUE, NY 11726-1405

B. Deletion of **Named Insured**:

The following are deleted as **Named Insureds**:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA62700XX 09-12

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: RENU CONTRACTING AND RESTORATION INC.

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Policy No: 5091738550

Endorsement No: 37

Effective Date: 05/07/2018

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

hereinafter referred to as the "Principal,"
and, _____

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

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

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 #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20 _____.
(Seal)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; 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.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

107

STANDARD CONSTRUCTION CONTRACT
March 2017

(NO TEXT ON THIS PAGE)

Federal Highway Administration ("FHWA") Funding Attachments

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

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Highway Administration, in addition to the New York City ("City") agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

Attachment "A" – Required Contract Provisions for Federal-Aid Construction Contracts – FHWA 1273

Attachment "B" – Standard Clauses for New York State Contracts, Labor and Employment Provisions, and Public Notices

Attachment "C" – Notice to All Prospective Bidders, Federal-Aid Contracts - Assurance of Non-Discrimination, Subcontracts, Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)

Attachment "D" – Disadvantaged Business Enterprise Requirements

Attachment "E" – "Buy America" Requirements & Waivers

Attachment "F" – Equal Employment Opportunity Requirements

Attachment "G" – Standardized Changed Conditions Clauses

Attachment "H" – Civil Rights Monitoring and Reporting

Attachment "I" – False Claims Certification, United States Department of Transportation Hotline, New York State Inspector General Hotline

Attachment "J" – Debarment History Certification, Lobbying Activity Certification

Attachment "K" – Provisions Relating to the New York State Labor Law, Prevailing Wages, and the Use of Convict Labor and Materials on Federal & State Contracts

In addition to compliance with the above Federal and State requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the Federal Regulations shall take precedence.

3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.

4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website www.dot.ny.gov/publications.
5. In accordance with 23 US C315 and Order 1321.1C, FHWA Directives Management, issued January 6, 2010, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.
6. Amendments to Information for Bidders:
 - a) Refer to Pages 6 and 7, Subsection 21.(C), Rejection of All Bids and Negotiation With All Responsible Bidders;
Delete Sub-Article 21.(C) and Sub-Article 21.(D) in their entirety and substitute the words "(C) (NO TEXT)." And "(D) (NO TEXT)." respectively.
 - b) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;
Delete the sentence beginning with the words: "No plea of mistake in such . . ." in its entirety.
 - c) Refer to Page 10, SECTION 30. Labor Law Requirements, Sub-Article (A) General;
Add the following at the end of the Sub-Article (A): "This provision shall apply to subcontractors also."
 - d) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;
Delete Subsection 33.(B) in its entirety. See Attachment "G", Standardized Change Condition Clauses, Sub-Article (3).(iv).(B).
 - e) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);
Delete the SECTION, in its entirety. See Attachment "D" Disadvantaged Business Enterprise Utilization Requirements.
7. Amendments to Standard Construction Contract:
 - a) Refer to Page 5, Sub-Article 5.2;
Delete the last sentence starting with the words: "In the event of . . ." and ending with the words ". . . shall take precedence."
 - b) Refer to Pages 11 and 12, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION;
Add the following:

"7.6 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."
 - c) Refer to Page 13, Sub-Article 9.3;
Delete the first sentence starting with the words: "If the Contractor . . ." and ending with the words ". . . progress schedule."
 - d) Refer to Page 23, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION;
Delete Sub-Article 16.1.4, in its entirety.

- e) Refer to Page 25, ARTICLE 17. SUBCONTRACTS;
Delete Sub-Article 17.11.1, in its entirety;
Substitute the following revised Article 17.11.1:
"17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, as are contained in this **Contract**."

- f) Refer to Pages 26 and 27, ARTICLE 19. SECURITY DEPOSIT;
Delete Sub-Article 19.2, in its entirety;
Substitute the following Sub-Article 19.2:

"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** subject to the 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."

- g) Refer to Pages 29 and 30, ARTICLE 21. RETAINED PERCENTAGE;
Delete Article 21, in its entirety;
Substitute the following:

"ARTICLE 21. (NO TEXT)"

- h) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;
Delete Sub-Article 24.1 in its entirety;
Substitute the words "24.1 (NO TEXT)".

- i) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;
Add the following to Sub-Article 24.9;

"On any **contract** which requires the furnishing and/or installing of electrical or mechanical equipment, the **Contractor** shall provide the following:

- (1) Manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) **Contractor's** guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period of not less than one (1) year following project acceptance.
- (3) On any **contract** which requires maintenance and guarantee for landscape items including trees, the maintenance and guarantee period shall be twenty-four (24) months."

- j) Refer to Page 38, ARTICLE 25. CHANGES;
Add the following paragraph:

"25.5 **Extra Work**: It is anticipated that the preliminary engineering and the preparation of **plans, specifications** and **contract documents** have been performed with sufficient thoroughness, accuracy and care, and that changes and **extra work** during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be

anticipated before the **project** was advertised for bids or force account operations commenced."

- k) Refer to Pages 57, 58 and 59, **ARTICLE 36. NO DISCRIMINATION**;
Change in Paragraph 36.1.1, 4th line, "citizen of the State of New York" to "person";

Add "or sex or age" to the expression "race, creed, color or national origin", and "or sex or age" to the expression "race, color or creed", wherever these expressions appear in Article 36.

- l) Refer to Page 66, **ARTICLE 43. PROMPT PAYMENT**;
Add the following sentence to the end of Sub-Article 43.5:

"The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged."

- m) Refer to Pages 66 and 67, **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**;
Delete Sub-Articles 44.2 and 44.3, in their entirety;
Substitute the following:

"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**, 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** shall fail 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 **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**. Such waiver shall be in writing."

- n) Refer to Pages 67 and 68, **ARTICLE 45. FINAL PAYMENT**;
Delete Sub-Article 45.1, in its entirety;
Substitute the following:

"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**. 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**."

- o) Refer to Page 74, ARTICLE 59. SERVICE OF NOTICES;
Delete the words "deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope".
- p) Refer to Pages 78, 79 and 80, ARTICLE 64. TERMINATION BY THE CITY;
Delete the text of the 1st paragraph;
Substitute the following:

"64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, by written notice, terminate the **Contract** or any portion thereof after determining that for reasons beyond either **Department** or **Contractor** control it is not feasible to proceed with or complete the **work** as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the **Contractor**, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the **Contractor**. The **Contractor** specifically understands that the issuance of such notice by the **Commissioner** shall be conclusive as to its necessity. In such event the **Contractor** shall upon receipt of such notice:"

- q) Refer to Page 82, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
Delete Article 67, in its entirety, and Substitute the following "ARTICLE 67. (NO TEXT)". See Attachment "D" Disadvantaged Business Enterprise Requirements.
- r) Refer to Pages 83 and 84, ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS;
Delete Article 69, in its entirety, and Substitute the following "ARTICLE 69. (NO TEXT)".
- s) Refer to Page 85, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;
Delete Article 75, in its entirety and Substitute the following "ARTICLE 75. (NO TEXT)".
- t) Add the following to Pages 92, 93, 94, 95, 96, 97, 98, and 99, PERFORMANCE BOND:

"Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New

York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, 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 money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages."

- u) Refer to Pages 87, 88, 90, 91, 92, 93, and 94, ARTICLE 79. PARTICIPATION BY MINORITY - OWNED AND WOMEN – OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT;

Delete Article 79, in its entirety, and Substitute the following "ARTICLE 79. (NO TEXT)"

8. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
9. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.
10. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

7/21/2017: Page number and section number references to the City Standard Construction Contract have been updated to match the March 2017 City Standard Construction Contract.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

ATTACHMENT "A"

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

ATTACHMENT "A"

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

ATTACHMENT "A"

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

ATTACHMENT "A"

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

ATTACHMENT "A"

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

ATTACHMENT "A"

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

ATTACHMENT "A"

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

ATTACHMENT "A"

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT "A"

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT "B" – STANDARD CLAUSES FOR NEW YORK
STATE CONTRACTS, LABOR AND EMPLOYMENT
PROVISIONS, AND PUBLIC NOTICES**

"Standard Clauses for New York State Contracts" is Appendix A from the NYS Office of General Services (OGS), as modified by NYS Department of Transportation (NYSDOT).

"Public Notices" text is from NYSDOT Standard Specifications, Section 107-04.

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	TF-B3
2. Non-Assignment Clause	TF-B3
3. Comptroller's Approval	TF-B3
4. Workers' Compensation Benefits	TF-B3
5. Non-Discrimination Requirements	TF-B3
6. Wage and Hours Provisions	TF-B3
7. Non-Collusive Bidding Certification	TF-B4
8. International Boycott Prohibition	TF-B4
9. Set-Off Rights	TF-B4
10. Records	TF-B4
11. Identifying Information and Privacy Notification	TF-B4
12. Equal Employment Opportunities For Minorities and Women	TF-B4 - TF-B5
13. Conflicting Terms	TF-B5
14. Governing Law	TF-B5
15. Late Payment	TF-B5
16. No Arbitration	TF-B5
17. Service of Process	TF-B5
18. Prohibition on Purchase of Tropical Hardwoods	TF-B5 - TF-B6
19. MacBride Fair Employment Principles	TF-B6
20. Omnibus Procurement Act of 1992	TF-B6
21. Reciprocity and Sanctions Provisions	TF-B6
22. Compliance with New York State Information Security Breach and Notification Act	TF-B6
23. Compliance with Consultant Disclosure Law	TF-B6 – TF-B7
24. Procurement Lobbying	TF-B7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	TF-B7
26. Iran Divestment Act	TF-B7

10/18/2017: Pages number references on this sheet have been updated.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

LABOR AND EMPLOYMENT PROVISIONS

The provisions of NYS Labor Law, as amended, and referred to in *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the wages, and the higher of the combination of the wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.ny.gov. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees subject to prevailing wage requirements and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period. If the Contractor or Subcontractor does not

maintain a place of business in New York State and the amount of the contract exceeds \$25,000., payroll records and certifications shall be kept on the worksite.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g. the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231-1 for Federal-Aid contracts and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, other payroll formats, which supply the required data and certifications, may be used. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Apprenticeship.

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

(2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire. The Questionnaire is located in the Bid Booklet, in Volume 1 of 3 of this contract.

PUBLIC NOTICES

Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The notices shall be maintained until all work on the site is complete.

**NOTICE TO ALL PROSPECTIVE BIDDERS
FEDERAL-AID CONTRACTS**

ASSURANCE OF NON-DISCRIMINATION

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

SUBCONTRACTS

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the NYS Department of Transportation Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the NYS Department of Transportation Regional Director.

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

ATTACHMENT "C"

- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

DBE UTILIZATION. DBE refers to a Disadvantaged Business Enterprise (DBE). The DBE program applies to Federal-Aid contracts. The program seeks to:

- Ensure nondiscrimination in the award and administration of Federal-Aid contracts;
- Create a level playing field on which DBEs can fairly compete for Federal-Aid contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet DBE eligibility standards are permitted to participate as DBEs;
- Help remove barriers to the participation of DBEs in Federal-Aid contracts;
- Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients of Federal financial assistance;
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurance stated below.

DBE Program Assurance. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible.

A. Statutory Authority. The statutory authority for the DBE Program is contained in the Surface Transportation Assistance Act ("STAA") of 1982 (Public Law 97-424, §105(f)), the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17, §106(c)), the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century ("TEA-1") of 1998 (Public Law 105-178, §1101(b)), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") of 2005 (Public Law 105-59 §1101(b)), the Moving Ahead for Progress in the 21st Century Act ("MAP-21") of 2012 (Public Law 112-141, §1101(b)), and the Fixing America's Surface Transportation Act ("FAST-ACT") of 2015 (Public Law 114-94, §1101(b)). New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

B. DBE Goal(s). Federal-aid construction contracts have a single DBE goal. The Department will monitor the Contractor's attainments towards DBE goals in accordance with Attachment H, *Civil Rights Monitoring and Reporting*.

1. Established Goal(s). The Department may have established contract utilization goal(s) for DBEs, which are expressed as a percentage of the total contract price. The goal(s) are stated in the proposal and remain in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the utilization goal(s) and shall meet the goal(s) or demonstrate that it could not meet them

ATTACHMENT "D"

despite its best efforts. Failure to provide commitments to meet the established goal(s) for the contract or failure to meet the good faith efforts shall be grounds for rejection of the bid as non-responsive. Good faith efforts shall meet the requirements of 49 CFR 26 Appendix A.

2. Zero Percent Goal(s). When a zero goal(s) for participation by DBEs has been established, and the Bidder proposes the use of a Subcontractor, the purchase of materials, the use of a Service or the use of Trucking at any time during the life of the contract, the Contractor shall promote the objectives outlined in this subsection by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the DBE Program.

C. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible to be used for goal attainment. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. Furthermore, DBEs must be certified for the type of work to be performed. A business directory is available on the NYS Unified Certification Program website at <https://nysucp.newnycontracts.com>.

D. Counting DBE Participation Towards the DBE Goal(s). The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal(s), provided the utilization is a commercially useful function. A DBE prime contractor shall still provide opportunities for participation by other DBEs. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

1. Joint Ventures. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will be counted toward DBE goals.

2. Subcontractors. 100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal(s), including the cost of materials and supplies purchased by the DBE. The DBE may not rent or lease equipment from the Contractor or its affiliates. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

3. Manufacturers/Fabricators. 100% of the expenditure to a DBE Manufacturer or Fabricator will be counted toward the DBE goal(s). Manufacturers or Fabricators may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

4. Material Suppliers. 60% of the expenditure to a DBE Material Supplier will be counted toward the DBE goal. A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite

ATTACHMENT "D"

transactions are not Material Suppliers. Material Suppliers may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

5. Brokers/Manufacturer's Representatives. 100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal(s), provided they are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. Brokers may supply materials to the Contractor, Subcontractor, or other firm working on the contract.

6. Services. 100% of the expenditure for fees charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract will be counted toward the DBE goal(s), provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

7. Trucking Operations. A DBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible. The DBE trucking firm shall control the day-to-day DBE trucking operations, and shall be responsible for: (1) Negotiating and executing rental/leasing agreements; (2) Controlling the work force; (3) Coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) Scheduling and dispatching trucks.

a. DBE Owned/Leased Trucks. 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. Other DBE Trucks. The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. Non-DBE Trucks. The DBE may obtain trucks from a non-DBE, including an owner-operator. Only the value of the fee or commission that the DBE receives as a result of the arrangement with the non-DBE will be counted toward the DBE goal.

E. Conditions of Participation. DBE participation will be counted toward meeting the DBE contract goal(s), subject to the following conditions:

1. Commercially Useful Function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. Regardless of whether an arrangement between the Contractor and the DBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal(s) and shall

ATTACHMENT "D"

take all necessary and reasonable steps to backfill the participation. Additionally, a DBE not performing a commercially useful function may, in some instances, warrant further investigation of the DBE's certification status or review of the DBE for fraud. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. Commercially useful function determinations by the Department are subject to review by the Federal Highway Administration (FHWA) but the determination may not be administratively appealed to USDOT.

2. Work Force. The DBE shall employ a work force, (including administrative and clerical) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. The DBE shall perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

3. Supervision. All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

4. Materials. DBE Subcontractors shall negotiate price, determine quality and quantity, order and pay for the material(s) required to perform the work.

5. Equipment. DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. The DBE shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates, and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

F. Not Used.

G. Good Faith Efforts. To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the Department, in consultation with NYSDOT, will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal(s).

In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department, in consultation with NYSDOT, will determine that the Bidder's good faith efforts were those that, given all relevant circumstances, a bidder actively and aggressively seeking to meet the goal(s) would make.

ATTACHMENT "D"

When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall continuously review items that are available for DBE participation, especially before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional DBE solicitation.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. a. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- b. The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
4. a. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to

ATTACHMENT "D"

perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. a. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- b. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

H. DBE Pre-Award Utilization Package. Together with its bid, each bidder shall submit a completed DBE Schedule of Utilization, as outlined below.

Low Bidders that do not have access to the approved civil rights reporting software shall contact the Department for guidance on submission of the Utilization Package. As soon as practicable, but not later than prior to the first contract payment, the Contractor shall enter all current utilization data into the approved civil rights reporting software.

For each DBE Subcontractor, the Low Bidder shall indicate the contract pay item number(s) of the work to be performed. The Low Bidder shall explain, in writing, the scope of work to be performed by the DBE for any item which is not completely performed by the DBE Subcontractor. This does not include items for which the Contractor is performing less than the total contract quantity for that item.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Low Bidder shall indicate the contract pay item number(s) of the material to be manufactured, fabricated, supplied, or otherwise provided. If the material, equipment or service does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific

ATTACHMENT "D"

contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Operation, the Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates. The Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Low Bidder shall provide copies of all lease agreements utilized by the DBE.

If the Low Bidder has met or exceeded the established DBE goal(s) for the contract utilizing certified DBEs it is not necessary to submit documentation of good faith efforts.

If the Low Bidder has not met the DBE goal(s), it shall submit the *Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all envelopes of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that are not included in the *DBE Schedule of Utilization*, and relevant non-DBE quotations with an explanation for the Bidder's action in each case.

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved *DBE Utilization Worksheet*.

I. Bidder's Failure to Comply With DBE Program Requirements. The Department's acceptance of the Low Bidder's bid is conditioned upon the Low Bidder's fulfillment of the DBE utilization requirements. If the Low Bidder fails to submit a complete DBE utilization package with its bid and/or fails to attain the DBE utilization goal(s) and to satisfactorily document its good faith efforts, the bid shall be declared non-responsive and the deposit may be subject to forfeiture pursuant to Section 27 of the Information for Bidders. The Low Bidder, upon receipt of written notification of its failure to comply with the DBE utilization requirements shall have 5 work days to carry out the corrective action(s) described in the notification.

If the Department determines that the Low Bidder has failed to meet the good faith effort requirements, the Department will, before awarding the contract, provide the Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination that the Low Bidder failed to meet the goal(s) or make adequate good faith efforts to do so. As part of this reconsideration, the Low Bidder shall have the opportunity to provide written documentation or argument and to meet in person with the Department's reconsideration official concerning the issue of whether it met the goal(s) or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal(s) or make adequate good faith efforts to do so.

ATTACHMENT "D"

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"BUY AMERICA" REQUIREMENTS & WAIVERS

BUY AMERICA In accordance 41 U.S.C. §10a et. seq., 23 CFR 635.410 and Section 146 of the State Finance Law permanently incorporated predominantly steel and/or iron products materials shall be domestically produced, regardless of the percentage they comprise in a manufactured product, or form they take.

The Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials that are subject to Buy America requirements, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

To qualify as domestic, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel or iron billets is not acceptable under Buy America.

A. Control of Materials. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. In the event the contract is awarded based on using only domestic steel and/or iron materials, the Contractor shall supply only domestic steel and/or iron materials and will be paid the domestic bid prices. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws. The Contractor shall inform all affected Subcontractors and material suppliers of these specific requirements and ascertain that steel and/or iron materials being supplied is in conformance with these requirements.

B. Waivers. Waivers to the Buy America requirement may be requested by the Contractor if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

Provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

CERTIFICATIONS AND TRACKING OF FOREIGN STEEL AND/OR IRON. In order to ensure compliance with this contract requirement, all manufacturer's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

DEFINITIONS:

Steel - Steel material of any type, including welding rod.

Iron - Iron material of any type, including cast and ductile iron, but not pig iron.

Domestic - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

Foreign - Any location other than those defined as Domestic.

Manufacturing Processes - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

Fabricated Product Containing Steel and/or Iron - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Department seeks to ensure nondiscrimination in employment under all Department contracts. The Contractor shall comply with the following Equal Employment Opportunity (EEO) requirements. *Goals for Equal Opportunity Employment Participation* are listed in the required contract provisions section of the contract proposal. The covered area is the county or counties in which the work is located.

For Federal-Aid contracts, Equal Employment Opportunity provisions are also found in Attachment "A" - *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273*.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A. Statutory Authority. The Federal statutory authority for Equal Employment Opportunity provisions is contained in 23 U.S.C. 140(a), and Executive Order 11246. State statutory authority is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and NYS Executive Law Articles 15 and 15-A. Regulations have been promulgated under 23 CFR 230, 41 CFR 60, 49 CFR 21, and 5 NYCRR 140-145.

B. Definitions.

For Federal-Aid contracts, a minority group member is defined under this subsection as someone who is, and can demonstrate membership in, one of the following groups:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

C. Employment Goals. An employment goal(s) for minorities and a separate goal for women are presented in the contract documents. The Contractor shall provide equal employment opportunity and shall take affirmative action for all minority groups, both male and female; and women, both minority and non-minority. If the Contractor performs work outside of the covered area, it shall apply the goals established for the county where the work is actually performed. The Department will monitor the Contractor's attainments towards EEO goals in accordance with Attachment H - *Civil Rights Monitoring and Reporting*.

The goals set for the contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress in meeting its goals in each trade. The hours of minority and female employment and training shall be substantially uniform

ATTACHMENT "F"

throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its contracts. The transfer of minority or female employees, apprentices, or trainees from contractor to contractor or from contract to contract for the sole purpose of meeting the Contractor's goals is a violation of the contract.

D. Contractor Obligations. The Contractor shall comply with all provisions of Federal Executive Order 11246 and the provisions of State and Federal laws and regulations. The Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall develop and implement an EEO policy in accordance with Attachment A, *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273* and in accordance with Attachment B, *Standard Clauses for All New York State Contracts*.

1. Non-Discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

2. Solicitations. The Contractor shall 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 regard to race, color, religion, sex, national origin, age, disability or marital status.

3. Collective Bargaining Agreements. The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments to equal employment opportunities, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ATTACHMENT "F"

The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations.

4. Complaints of Alleged Discrimination. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all available avenues of appeal.

5. Non-Compliance. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

6. Subcontracts/Purchase Orders. The Contractor shall include the provisions of Subsection D, *Contractor Obligations*, of this Attachment F, in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Affirmative Action Steps. The Contractor shall take specific affirmative actions to promote equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction contract. The Contractor shall specifically ensure that all forepersons, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

ATTACHMENT "F"

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by either the NYS Department of Labor or the US Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under E.2. above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, forepersons, etc., prior to the initiation of construction work at any contract site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

ATTACHMENT "F"

11. Validate all tests and other selection requirements in accordance with state and Federal laws, rules and regulations.
12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for promotional opportunities through appropriate training, etc.
13. Ensure that seniority practices, labor classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

F. Associations. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations, provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

G. Hometown Plans (Federal-Aid Contracts Only). If a Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the USDOL in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors participating in Hometown Plans shall be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. Each Contractor participating in an approved plan is individually required to comply with its obligation under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

ATTACHMENT "F"

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation and female participation are in the "Goals for Equal Employment Opportunity (EEO) Participation" section at the end of this Attachment "F".
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the five Boroughs of New York City.

**Standard Federal Equal Employment Opportunity Construction Contract
Specifications (Executive Order 11246)**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

ATTACHMENT "F"

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a

ATTACHMENT "F"

minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

ATTACHMENT "F"

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

ATTACHMENT "F"

Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond:

Electricians	9.0 to 10.2	Asbestos workers	22.8 to 28.0
Carpenters	27.6 to 32.0	Roofers	6.3 to 7.5
Steam fitters	12.2 to 13.5	Iron Workers (ornamental)	22.4 to 23.0
Metal lathers	24.6 to 25.6	Cement masons	23.0 to 27.0
Painters	26.0 to 28.6	Glaziers	16.0 to 20.0
Operating engineers	25.6 to 26.0	Plasterers	15.8 to 18.0
Plumbers	12.0 to 14.5	Teamsters	22.0 to 22.5
Iron Workers (structural)	25.9 to 32.0	Boilermakers	13.0 to 15.5
Elevator constructors	5.5 to 6.5	All others	16.4 to 17.5
Bricklayers	13.4 to 15.5		

GOAL FOR PARTICIPATION OF WOMEN

The last publication of a goal for the participation of women was April 7, 1978 (43 FR 14888, 14900). Pursuant to 41CFR 60-4.6, the 6.9% goal published on that date is hereby made the goal for all contracts and grant agreements, until further notice.

(No Further Text This Page)

STANDARDIZED CHANGED CONDITIONS CLAUSES

FHWA CHANGED CONDITION CLAUSES (23CFR635.109)

(1) Differing site conditions.

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by the engineer.

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work.

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete

ATTACHMENT "G"

the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

MAJOR ITEM OF WORKS

The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.

CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system owned and maintained by the New York State Department of Transportation, and provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall submit complete, accurate, electronic data to the Department for each month, not later than the 15th of the following month, using the approved civil rights reporting software. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

A. Civil Rights Officer(s). The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the approved civil rights reporting software within 10 calendar days of any changes in these roles.

B. Workforce Participation Plan. At the pre-construction meeting, the Contractor shall submit a *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over \$10,000, together and coordinated with the contract progress schedule that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department and the Contractor have agreed upon has accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

C. Equal Employment Opportunity (EEO) Monitoring and Reporting. The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to; the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

1. Employee Utilization Data. The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding \$10,000 on a monthly basis showing hours worked for each payroll week, for each trade and classification, by gender and ethnicity. Employee utilization data shall include data from

ATTACHMENT "H"

the start of the contract up to and including the month being reported. For the purpose of determining utilization percentages, the hours of female and minority employment shall be tabulated separately and attainment percentages calculated separately.

2. Federal-Aid Highway Construction Contractors Annual EEO Report. The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, covering the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

3. Subcontractor Sanctions. *The Contractor shall carry out such sanctions and penalties for violation of Attachment F - Equal Employment Opportunity Requirements, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246.*

4. Contractor Compliance. If the Contractor fails to meet the EEO goal(s) for minorities or women, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s) or is in noncompliance with the nondiscrimination clauses, the Department 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 EEO Requirements, 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.*

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations.

ATTACHMENT "H"

OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

D. DBE Monitoring and Reporting. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs. Attainments based on work completed by DBEs that are no longer certified will be counted towards the original contract goal, but will not be counted towards the overall corporate goal.

1. Monitoring Commercially Useful Function (CUF) by DBEs. Each DBE Subcontractor shall provide confirmation to the Engineer that the workforce provided meets the requirements of Attachment D, Subsection E.2, *Work Force*. Each DBE Subcontractor shall provide a copy of invoices for all material incorporated into the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.4, *Materials*. Each DBE Subcontractor shall provide a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.5, *Equipment*.

The Contractor shall provide a copy of an invoice for all material provided by a DBE Manufacturer, Fabricator or Material Supplier to the Engineer. The Contractor shall provide a copy of a rental agreement with each DBE Equipment Rental firm to the Engineer. The Contractor shall provide a copy of an invoice that details the work product(s) provided from each DBE Professional Service to the Engineer.

2. Report of Payments to Subcontractors and DBEs. The Contractor shall report payments made to all Subcontractors and all DBEs, in order to measure goal attainment and to gauge the effect of DBE goal(s) on the industry. The Contractor shall submit payment data for all Subcontractors and for all DBEs approved by the Department that are due a payment or have received a payment within the last month. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic funds transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the US Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor, or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate \$0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order that have not been approved. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt.

3. Revisions to DBE Utilization. The Contractor shall utilize the DBEs committed to to perform the work or supply materials for which each is listed. The Contractor shall obtain Department approval for substantial revisions in DBE utilization prior to implementing any proposed change through submission of a revised *DBE Utilization Worksheet* using

ATTACHMENT "H"

the approved civil rights reporting software. Unless approval for revision is granted, the Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE utilization to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the same amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s).

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE utilization:

1. Adding, removing or substituting a DBE;
2. Adding new item(s) of work to a DBE within a NAICS Code for which the DBE is not currently approved;
3. Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.

The following modifications will not be considered a substantial revision in DBE utilization:

1. Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same NAICS Code to a DBE;
2. Substituting similar dollar values of work within NAICS Codes that the DBE is currently approved for;
3. Changes in utilization due to differences between estimated quantities and actual work performed.

a. DBE Program. In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Utilization plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the Contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract;
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;

ATTACHMENT "H"

- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The Department has determined that the listed DBE is not a responsible contractor;
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

3. Contractor DBE Program Compliance. If the Contractor fails to meet the DBE utilization goal(s), to exert a good faith effort, or otherwise fails to comply with the DBE requirements, the Department may take further actions, as follows. The Department 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 DBE 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;

ATTACHMENT "H"

- 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.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

E. Apprenticeship Monitoring and Reporting. The Contractor shall report all apprenticeship participation as part of its Employee Utilization Data submitted monthly per Subsection C.1 of this Attachment "H". The Contractor shall provide, with the final request for payment, a Certification of Compliance that:

- a. lists all New York State Department of Labor approved apprenticeship programs utilized in the execution of the Contract;
- b. certifies that all apprenticeship participation has been submitted as part of the monthly Employee Utilization Data;
- c. certifies that the requirements of the above listed apprenticeship programs have been met.

F. Compliance Reviews. The New York State Department of Transportation and the Department conduct annual civil rights contract compliance reviews of selected Federal-aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the New York State Department of Transportation and the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

**False Claims Certification
(31 USC §3729, NYS Finance Law Article 13)**

Under the Federal False Claims Act, 31 US Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United State Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as: (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information; no proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims Acts, and that it has not and will not submit or caused to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions, against employees and officers who initiate a *Qui Tam* (public) action on behalf of the government or cooperate in the investigation of a false claim, are prohibited and are subject to an assessment of damages and penalties, under the provisions of the Federal and New York State False Claims Acts.

UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE

Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the U.S. DOT HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This HOTLINE is under the direction of the U.S. DOT's Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the State Inspector General. The Toll-Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday through Friday. The address of the Office of the Inspector General is P.O. Box 9, One Commerce Plaza, Albany, New York 12260.

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MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. _____**

I, _____, being duly sworn, certifies that,
(PRESIDENT OF AUTHORIZED OFFICIAL)

except as noted herein, _____ or any person
(THE COMPANY)

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS AS
NECESSARY)**

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

(PRINT NAME)

(SIGNATURE)

(TITLE)

(DATE)

Subscribed and sworn to before me this _____ day of _____, 20_____.

MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. _____**

GOVERNMENTAL ENTITY:

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

COMPANY:

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

PERSON:

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

SUBSIDIARY:

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

AFFILIATE:

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

CONTROL:

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, ownership or principal employees as the debarred, suspended or excluded person.

LOBBYING ACTIVITY CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT "J"

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

APPROVED BY OMB
0346-0046

REPORTING ENTITY: _____ PAGE _____ OF _____

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**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW,
PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND
MATERIALS ON FEDERAL & STATE CONTRACTS**

GENERAL PROVISIONS. All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

CONVICT LABOR. No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

SELECTION OF LABOR. No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

WAGE RATES ON FEDERAL AID PROJECTS. Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

ATTACHMENT "K"

CONSTRUCTION BY FEDERAL AGENCIES. When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

NON-DISCRIMINATION. Employment shall be provided without regard to race, color, religion, sex, or national origin.

CONVICT-PRODUCED MATERIALS. The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

FEDERAL WAGE RATES

The following pages contain the Federal Wage Rates in effect at the time of bidding. Current rates can be found at: www.wdol.gov/wdol/scafiles/davisbacon/ny3.dvb

General Decision Number: NY170003 12/22/2017 NY3

Superseded General Decision Number: NY20160003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	02/03/2017
3	02/10/2017
4	02/17/2017
5	03/03/2017
6	03/10/2017
7	04/28/2017
8	05/05/2017
9	05/12/2017
10	05/19/2017
11	06/09/2017
12	06/16/2017
13	07/07/2017
14	07/14/2017
15	07/21/2017
16	07/28/2017
17	08/04/2017
18	08/18/2017
19	09/01/2017
20	10/13/2017
21	10/20/2017
22	10/27/2017
23	12/15/2017
24	12/22/2017

ASBE0012-001 09/01/2017

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings and finishes to		
all types of mechanical		
systems.....	\$ 66.61	33.56
HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75

BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 60.18	26.84
MASON - STONE.....	\$ 62.67	30.59

BRNY0001-002 07/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 52.62	26.12

BRNY0004-001 07/01/2017

	Rates	Fringes
MARBLE MASON.....	\$ 58.18	35.12

BRNY0007-001 07/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 53.03	34.26
TERRAZZO WORKER/SETTER.....	\$ 54.63	34.28

BRNY0020-001 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 46.32	33.29

BRNY0024-001 07/01/2017

	Rates	Fringes
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BRICKLAYER

MARBLE POLISHERS.....	\$ 40.62	26.06
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BRNY0052-001 06/05/2017

	Rates	Fringes
Tile Layer.....	\$ 49.97	26.96

BRNY0088-001 12/07/2015

	Rates	Fringes
TILE FINISHER.....	\$ 42.42	29.13

CARP0001-009 07/01/2017

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.63	48.96
Soft Floor Layers.....	\$ 52.63	48.96

CARP0740-001 07/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 51.50	51.71

CARP1556-006 07/01/2017

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 52.63	48.96

CARP1556-007 07/01/2017

	Rates	Fringes
Diver Tender.....	\$ 47.34	48.96
Diver.....	\$ 66.66	48.96

CARP1556-011 07/01/2017

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 48.00	48.46

ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 04/03/2016

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 31.37	21.72
Heavy Equipment Operator....	\$ 41.82	25.06
Lineman and Cable Splicer....	\$ 52.28	28.39
Tree Trimmer.....	\$ 30.09	14.12

ELEV0001-002 03/17/2013

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 57.01	27.605+a+b
Modernization and Repair....	\$ 45.14	27.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2016

	Rates	Fringes
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POWER EQUIPMENT OPERATOR
(HEAVY & HIGHWAY)

GROUP 1.....	\$ 92.76	31.15
GROUP 2.....	\$ 76.51	31.15
GROUP 3.....	\$ 78.96	31.15
GROUP 4.....	\$ 77.07	31.15
GROUP 5.....	\$ 75.55	31.15
GROUP 6.....	\$ 72.53	31.15
GROUP 7.....	\$ 73.90	31.15
GROUP 8.....	\$ 71.78	31.15
GROUP 9.....	\$ 70.24	31.15
GROUP 10.....	\$ 67.16	31.15
GROUP 11.....	\$ 62.73	31.15
GROUP 12.....	\$ 64.13	31.15
GROUP 13.....	\$ 64.63	31.15
GROUP 14.....	\$ 48.73	31.15
GROUP 15.....	\$ 45.27	31.15

POWER EQUIPMENT OPERATOR
(PAVEMENT-HEAVY & HIGHWAY)

Asphalt Plants.....	\$ 59.14	31.15+a
Asphalt roller.....	\$ 69.91	31.15+a
Asphalt spreader.....	\$ 71.78	31.15+a

POWER EQUIPMENT OPERATOR
(STEEL ERECTION)

Compressors, Welding Machines.....	\$ 45.34	31.15
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 76.43	31.15
Three drum derricks.....	\$ 79.54	31.15

POWER EQUIPMENT OPERATOR
(UTILITY)

Horizontal Boring Rig.....	\$ 68.25	31.15
Off shift compressors.....	\$ 56.70	31.15
Utility Compressors.....	\$ 44.98	31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track
Backhoes, power shovel, Hydraulic clam shells, moles and
machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets),
bridge cranes, trenching machines, vermeer cutter and
machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines,
dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete
pavers, cableways, land derricks, power house (low pressure

units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50
150' to 249' boom - add .75
250' to 349' boom - add 1.00
350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75
150' to 249' boom - add 2.00
250' to 349' boom - add 2.25
350' to 450' boom - add 2.75
Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2016

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a 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 Hoist (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, 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 ten (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 including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-002 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
BUILDING		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 57.42	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,

Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

IRON0040-002 07/01/2017

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.05	72.53

IRON0046-003 07/01/2017

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	20.62

IRON0197-001 07/01/2017

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 48.17	38.95

IRON0361-002 07/01/2017

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.05	72.53

IRON0580-001 01/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.00	50.57

LABO0006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35

LABO0029-001 07/01/2017

	Rates	Fringes
Laborers: Heavy Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49

Hydraulic Trac Drill.....\$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....\$ 39.34	35.49
Powder Carriers.....\$ 35.17	35.49

LABO0078-001 12/01/2016

	Rates	Fringes
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LABORERS

BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).....\$ 36.00	16.15
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* LABO0079-001 07/01/2017

	Rates	Fringes
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Laborers Building Construction Common or General Laborer...\$ 40.15	28.34
Demolition Laborers Tier A.....\$ 38.48	26.17
Tier B.....\$ 27.06	19.38
Mason Tenders.....\$ 39.80	27.30

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior partitions and structural partitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2016

	Rates	Fringes
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LABORERS (FREE AIR & TUNNEL).....\$ 72.67	47.72
Maintenance Men, Inside Muck Lock Tenders, Pump Men,	

Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2016

	Rates	Fringes
LABORER		
Building, Heavy and Residential Construction		
LABORER: (Asbestos, Lead, Hazardous Waste Removal (including		
soil)/CEMENT/CONCRETE.....\$ 41.00		38.53
UTILITY LABORER.....\$ 40.85		38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2017

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer.\$ 41.98		40.28
FORMSETTERS.....\$ 45.85		40.28
LABORERS.....\$ 41.98		40.28
Landscape Planting & Maintenance.....\$ 41.98		40.28
Maintenance Safety Surface.\$ 41.98		40.28
Slurry/Sealcoater/Play Equipment Installer.....\$ 41.98		40.28
Small Equipment Operator (Not Operating Engineer)...\$ 41.98		40.28
Small Power Tools Operator.\$ 41.98		40.28

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2017

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....\$ 46.45		40.28
Raker.....\$ 45.85		40.28
Screedperson.....\$ 46.45		40.28
Shoveler (Production Paving Only).....\$ 42.37		40.28

Small Equipment Operator (Asphalt).....	\$ 42.37	40.28
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PAIN0009-001 05/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 44.70	38.42
PAINTER		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 44.10	27.02
Spray, Scaffold and		
Sandblasting.....	\$ 47.10	27.02
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PAIN0806-001 10/01/2017		
	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	38.93
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PAIN1974-001 12/28/2016		
	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	22.66
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PLAS0262-001 08/01/2017		
	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87
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PLAS0262-002 08/01/2017		
KINGS AND QUEENS COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87
<hr/>		
PLAS0780-001 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 50.97	39.56
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PLUM0001-001 07/01/2016		
	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND		
SERVICE		
Any repair and/or		
replacement of the		
present plumbing system		
that does not change the		

existing roughing.....	\$ 39.92	14.41
PLUMBERS:.....	\$ 67.25	29.30

 PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

 ROOF0008-003 07/01/2014

	Rates	Fringes
ROOFER.....	\$ 40.70	25.14

 SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

 TEAM0282-001 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 42.68	46.9025+a
Euclids & Turnapulls.....	\$ 42.78	46.9025+a
High Rise.....	\$ 50.36	46.0925+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 each hour worked unless otherwise noted in the classification.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	7
BRICKLAYER.....	8
CARPENTER - BUILDING COMMERCIAL	9
CARPENTER - HEAVY CONSTRUCTION WORK	10
CARPENTER - HIGH RISE CONCRETE FORMS	11
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	12
CEMENT & CONCRETE WORKER.....	13
CEMENT MASON.....	14
CORE DRILLER	15
DERRICKPERSON AND RIGGER	16
DIVER.....	17
DOCKBUILDER - PILE DRIVER.....	18
DRIVER: TRUCK (TEAMSTER)	19
ELECTRICIAN	21
ELECTRICIAN - ALARM TECHNICIAN.....	24
ELECTRICIAN-STREET LIGHTING WORKER	25
ELEVATOR CONSTRUCTOR	26
ELEVATOR REPAIR & MAINTENANCE.....	27
ENGINEER	28
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	33
ENGINEER - FIELD (BUILDING CONSTRUCTION)	34
ENGINEER - FIELD (HEAVY CONSTRUCTION)	35
ENGINEER - FIELD (STEEL ERECTION)	36
ENGINEER - OPERATING	37
FLOOR COVERER	45
GLAZIER	46
GLAZIER - REPAIR & MAINTENANCE	47
HEAT AND FROST INSULATOR	48
HOUSE WRECKER.....	49
IRON WORKER - ORNAMENTAL.....	49
IRON WORKER - STRUCTURAL.....	50
LABORER	51
LANDSCAPING	52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC.....	54
MASON TENDER	55
MASON TENDER (INTERIOR DEMOLITION WORKER)	56
METALLIC LATHER.....	56
MILLWRIGHT	57
MOSAIC MECHANIC.....	58
PAINTER	59
PAINTER - METAL POLISHER	60
PAINTER - STRIPER.....	61
PAINTER - STRUCTURAL STEEL.....	62
PAPERHANGER	63
PAVER AND ROADBUILDER	64
PLASTERER	66
PLASTERER - TENDER.....	67
PLUMBER	67
PLUMBER (MECHNICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	69
PLUMBER: PUMP & TANK.....	70
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	71
ROOFER.....	72
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY	73
SHIPYARD WORKER.....	74
SIGN ERECTOR.....	76
STEAMFITTER	76
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	78
STONE MASON - SETTER.....	80
TAPER.....	81
TELECOMMUNICATION WORKER.....	82
TILE FINISHER.....	83
TILE LAYER - SETTER	84
TIMBERPERSON	84
TUNNEL WORKER	85
WELDER.....	87

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Cherry pickers 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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; vermeer.

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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, Guniting 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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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, Autogrades (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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

circumstances beyond the control of the employer, up to a maximum of 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

Journey person

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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER	5
CARPENTER - HIGH RISE CONCRETE FORMS	6
CEMENT MASON.....	7
CEMENT AND CONCRETE WORKER.....	7
DERRICKPERSON & RIGGER (STONE).....	8
DOCKBUILDER/PILE DRIVER.....	9
ELECTRICIAN	10
ELEVATOR CONSTRUCTOR	12
ELEVATOR REPAIR & MAINTENANCE	13
ENGINEER	14
ENGINEER - OPERATING	15
FLOOR COVERER	16
GLAZIER	16
HEAT & FROST INSULATOR	17
HOUSE WRECKER	18
IRON WORKER - ORNAMENTAL.....	18
IRON WORKER - STRUCTURAL.....	19
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	20
MARBLE MECHANICS	21
MASON TENDER	22
METALLIC LATHER.....	23
MILLWRIGHT	23
PAVER AND ROADBUILDER	24
PAINTER	24
PAINTER - METAL POLISHER	25
PAINTER - STRUCTURAL STEEL.....	26
PLASTERER	26
PLASTERER - TENDER.....	27
PLUMBER	28
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	29
ROOFER.....	30
SHEET METAL WORKER.....	30
SIGN ERECTOR.....	32
STEAMFITTER	33
STONE MASON - SETTER.....	34
TAPER.....	35
TILE LAYER - SETTER	35
TIMBERPERSON	36

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.22

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(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 Journeyman: 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 Journeyman's rate

Drywall Taper - Second Year

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

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

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

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

Tile Layer - Setter - Second 750 Hours

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

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

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

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)



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

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
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**DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
TABLE OF CONTENTS**

SECTION NO.	SECTION TITLE
01 10 00	SUMMARY
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 35 03	GENERAL MECHANICAL REQUIREMENTS
01 35 06	GENERAL ELECTRICAL REQUIREMENTS
01 35 26	SAFETY REQUIREMENTS PROCEDURES
01 35 91	HISTORIC TREATMENT PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 54 11	TEMPORARY ELEVATORS AND HOISTS
01 54 23	TEMPORARY SCAFFOLDING AND PLATFORMS
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 39	CONTRACT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND OWNERS PRE-ACCEPTANCE ORIENTATION
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS
01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
01 91 13	GENERAL COMMISSIONING REQUIREMENTS



NEW YORK CITY DEPARTMENT OF
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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
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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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 Contractor 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

- 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 Contractor 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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:



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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 appropriateShould 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

- 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 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.
 - 1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

- A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

- A. Submit construction progress photographs and DVD recordings in accordance with requirements of Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION

1.10 AS-BUILT DOCUMENTS:

- A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

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 Contractor 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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)



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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- $\frac{1}{4}$ 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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. |



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

QUALITY REQUIREMENTS

01 40 00 - 8



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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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)

REFERENCES
01 42 00 -3



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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)



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Chartered 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)



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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
IENT	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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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)

REFERENCES
01 42 00 -9



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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
SMPTTE	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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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

REFERENCES
01 42 00 -11



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

REFERENCES
01 42 00 -12



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 recirculation, 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 Contractor 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:



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 (ccds). 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- c. Portable fueled heating devices 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 1/2"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 FIELD 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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' warranties. 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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:



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 1/2" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.
- 6 Sign Graphics:
- a. A digital file of the project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.
 - b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.17 B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. A digital file of the project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Sub-Section 3.17.A above for the Project Sign. A color match print proof from the sign manufacturer of the Rendering Sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The Rendering Sign is to be posted at the same height as the Project Sign. Where possible, the Rendering Sign shall be mounted with a perfect match of the short sides of the rectangle so that the Rendering Sign and the Project Sign together will create one long rectangle.
2. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project rendering away from the site.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18

3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor shall provide competent Security Guard Service on the site, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of



materials or construction set-up. The Contractor shall continue to provide such Security Guard Service until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. Throughout the specified time period, there shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 24 hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day which is a regular working day for a majority of the trade subcontractors. This exception during the working day shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during his/her tour of duty, perform the duties of Fire Guard in addition to his/her security obligations.
 3. Should the Commissioner find that any Security Guard is unsatisfactory; such guard shall be replaced by the Contractor upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the Contractor shall be instructed by the Contractor to include in his/her duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
 5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor shall provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
 6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of the Contractor and each subcontractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.
- B. COSTS - The Contractor shall employ Security Guards/Fire Guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the site. All costs for Security Guards/Fire Guards shall be borne by the Contractor.
- C. RESPONSIBILITY - The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.19 SAFETY:

- A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the work, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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

TEMPORARY SCAFFOLDING AND PLATFORMS

01 54 23 - 3



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

TEMPORARY SCAFFOLDING AND PLATFORMS

01 54 23 - 4



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 |



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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

EXECUTION
01 73 00 - 10



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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:



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



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	
Monthly Totals				*Total		*Diverted	*Landfilled	
% Diverted this Month*								

[illegible]

1. Volume (cubic yards) may be used instead of weight if used for ALL amounts and ALL materials.
2. Includes concrete; bricks; concrete masonry units (CMU); asphalt; metals; clean dimensional wood; carpet and pad; drywall; ceiling tiles; cardboard, paper, and packaging; and any other reuse items indicated on the Drawings and/or elsewhere in the Specification.
3. Excluded material includes soil or land clearing debris.
4. Diverted material includes recycled and reused material diverted from landfill. Recycled material is reprocessed into new products. Reused material is reclaimed, salvaged or otherwise used in its original form, either on-site or off-site.

* These items must be listed in order to receive LEED credit.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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,



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 (1) 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 (1/2) 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)

(Plumbing Inspector)

(Heating & Ventilating Inspector)

(Electrical Inspector)

DDC

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 contain permanently attached labels displaying the following:



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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 comments.

END OF SECTION 01 79 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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.1 through 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 ($\frac{1}{2} \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$).
 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 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 \leq 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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:
- Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
 - 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:
- Equipment type.
 - 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.
 - Refrigerant type.
 - Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
 - Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
 - 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:
- 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.
 - The Plan shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
 - Detailed requirements: ESC Plan
 - Include the Stormwater Pollution Prevention Plan, if required.
 - Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
 - Describe all site work that will be implemented on the project.
 - 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.
 - Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
 - Describe reporting and documentation measures.
 - Detailed requirements: ESC Measures



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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



ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Contractor Name: _____
Contractor Contact: _____
Telephone Number: _____

[illegible]

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.

²² **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.

⁴Regional: 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.

^a Flooring: For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For all flooring except unfinished/unreated 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.

¹⁰Added Urea Formaldehyde: Applies to composite wood and aggrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

¹¹FSC Certified: Certification from the Forest Stewardship Council. This column is only applicable to wood products.

* Applies only to materials/products installed within the weather barrier.

Contractor Certification:

I, _____ a duly authorized representative of _____ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: _____ Date: _____

NO TEXT



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

01 81 13.13 - 1



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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 regarded 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

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

01 81 13.13 - 2



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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-carbon 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 bioaccumulative 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

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

01 81 13.13 - 3



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

01 81 13.13 - 4



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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| 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.

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

01 81 13.13 - 5



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

- 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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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:

OPTION 1 — Flush-Out

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013
Revised - January 15, 2015

- 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 Contractor'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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

- 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.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

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



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

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NO TEXT

FMS ID: P109STARA



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

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Starlight Park Comfort Station

LOCATION: 1700 Sheridan Expressway
BOROUGH: Bronx 10459
CITY OF NEW YORK

Renu Contracting & Restoration, Inc.
Contractor

Dated *October 10th*, 20 *18*

Approved as to Form
Certified as to Legal Authority

D. J. Vali
Acting Corporation Counsel

Dated *December 22*, 20 *17*

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20 _____

K.T. 12/22/17





**Department of
Design and
Construction**

PROJECT ID:

P109STARA

**THE CITY OF NEW YORK
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VOLUME 3 OF 3

**ADDENDUM TO THE GENERAL
CONDITIONS**

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Starlight Park Comfort Station

**LOCATION:
BOROUGH:
CITY OF NEW YORK**

**1700 Sheridan Expressway
Bronx 10459**

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

DPR

Gray Organschi Architect

Date:

June 20, 2017



17-112



**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 #: **P109STARA**

PROJECT NAME: **Starlight Park Comfort Station**

PROJECT DESCRIPTION: This Project consists of the new Construction of Single-Story 1500sf Comfort Station to include Men's and Women's Restrooms, Garage for Maintenance Vehicles and Equipment. Building is constructed of Concrete Block and steel frame with glazed brick exterior finish and zinc tile roof. Trades to be involved include Sitework, Concrete, Masonry, Steel Framing, Rough Carpentry as well as finish work.

PROJECT LOCATION: **1700 Sheridan Expressway**

BOROUGH: **Bronx**

CITY OF NEW YORK

ZIP CODE: **10459**

COMMUNITY BOARD #: **Bronx 9**

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: **NO**

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

This project includes Commissioning Requirements. The General Commissioning Requirements are found in Section 01 9113 of the DDC Standard General Conditions. Other specific Commissioning Requirements can be found in the Project Specification Sections.

IV. PROJECT MANAGEMENT

- ☒ DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.
- ☐ DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
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		

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
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 Owner'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		

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

Please see page 3 of Volume 1 Part A

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	365 CCDs
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$400.00
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%
Article 21 Contract	Retainage	Percent of Voucher	0%
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: <u>2</u>
Article 75 Contract	Compensation to be Paid to Contractor	Amount for which the Contract was Awarded: <i>Two million, four hundred eighty-two thousand</i> Dollars (\$ 2,482,000. -)	
Article 79 Contract	MWBE Program	MWBE Goals: N/A FHWA DBE goal of 10% applies. Please refer to Attachment D of the FHWA Funding Attachments included in Volume 2	

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
<div>■ Commercial General Liability Art. 22.1.1</div>	<p>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 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. New York State Department of Transportation, including its officials and employees; 4. Federal Highway Administration, including its officials and employees;
<div>■ Workers' Compensation Art. 22.1.2</div> <div>■ Disability Benefits Insurance Art. 22.1.2</div> <div>■ Employers' Liability Art. 22.1.2</div> <div><input type="checkbox"/> Jones Act Art. 22.1.3</div> <div><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</div>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>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.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>

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
<div> <div>■ Builders' Risk</div> <div>Art. 22.1.4</div> </div>	<p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>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.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<div> <div>■ Commercial Auto Liability</div> <div>Art. 22.1.5</div> </div>	<p>\$1,000,000.00 per accident combined single limit</p> <p>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</p>
<div> <div><input type="checkbox"/> Contractor's Pollution Liability</div> <div>Art. 22.1.6</div> </div>	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<div> <div><input type="checkbox"/> Marine Protection and Indemnity</div> <div>Art. 22.1.7(a)</div> </div>	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 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
<input type="checkbox"/> 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. _____
<input type="checkbox"/> 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 <input type="checkbox"/> Ship Repairers Legal Liability	\$_____ each occurrence
[OTHER] Art. 22.1.8 <input type="checkbox"/> 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 <input type="checkbox"/> 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.

<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Asbestos Liability _____</p>	<p>Only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>\$1,000,000 each occurrence,</p> <p>\$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Boiler Insurance _____</p>	<p>\$200,000</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>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.</p>	<p>\$1,000,000 per occurrence</p> <p>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.</p> <p>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.</p>

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
Specification Numl	Material or Equipment	Warranty Period
072700.1.8A	Vapor Permeable Air Barrier-material	3 Years
072700.1.8B	Installer's Warrantee	2 Years
075300.1.10 A	Roof Material	15 Years
075300.1.10 D	Installer's Warrantee	2 Years
085113.1.8A	Aluminum Windows-materials, workmanship and finishes	10 Years
086300.1.9A	Skylight Frame	10 Years

087100.1.7C	Door Hardware-Standard Warrantee Period	1 Year
087100.1.7D	Special Warrantee Periods:	
	Mortise Locks and Latches	10 Years
	Exit Hardware	5 Years
	Manual Surface Door Closers	25 Years
	Heavy Duty Floor Closers	10 Years
	Shallow Depth Floor Closers	2 Years
089000.1.7A	Louver Finish	20 Years
096724.1.8A	Resinous Flooring material	3 Years
224000.1.6A.1	Plumbing Fixtures-components	3 Years
230900.1.10A.1	HVAC Controls -Components and Workmanship	2 Years
237333.1.6A.1	Heat Exchangers	At Least 10 Years
262416.1.8A.1	Panel Board Transient Voltage Suppression Devices or Workmanship.	5 Years
265200.1.6A.1	Emergency Light Unit Battery components	10 Years-prorated
265200.1.6A.2	-Emergency Flour Ballast and Exit Sign Batteries	7 Years-prorated

(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.

GENERAL DRAWINGS

G-000.00 COVER SHEET

G-100.00 GENERAL NOTES, SYMBOLS & MOUNTING HEIGHTS

G-101.00 CODE DATA

LANDSCAPE DRAWINGS

L-000.00 LANDSCAPE NOTES

L-002.00 EXISTING CONDITIONS

L-003.00 EROSION AND SEDIMENTATION CONTROL PLAN

L-004.00 REMOVALS PLAN

L-005.00 TREE PROTECTION PLAN

L-006.00 SITE PLAN

L-007.00 GRADING AND DRAINAGE PLAN

L-008.00 PLANTING PLAN

L-100.00 LANDSCAPE DETAILS

L-101.00 LANDSCAPE STAIR DETAILS

L-102.00 LANDSCAPE DETAILS

ARCHITECTURAL DRAWINGS

A-1.00 ARCHITECTURAL CONTROL PLAN

A-1.01 FIRST FLOOR / ROOF PLANS

A-1.02 REFLECTED CEILING PLAN / ELECTRICAL PLAN

A-2.00 ELEVATIONS

A-3.00 BUILDING SECTIONS

A-3.01 BUILDING SECTIONS

A-4.00 WALL SECTIONS

A-4.01 WALL SECTIONS

A-4.02 WALL SECTIONS

A-5.00 WALL PARTITION TYPES

A-5.01 EXTERIOR DETAILS

A-5.02 EXTERIOR DETAILS

A-6.00 DOOR & WINDOW SCHEDULE AND ELEVATIONS

A-6.01 DOOR & WINDOW DETAILS

A-6.02 DOOR & WINDOW DETAILS

A-7.00 INTERIOR ELEVATIONS

A-7.01 INTERIOR ELEVATIONS

STRUCTURAL DRAWINGS

FO-100 FOUNDATION & ROOF FRAMING PLANS

S-200 GENERAL NOTES

S-201 TYPICAL DETAILS 1

S-202 TYPICAL DETAILS 2

S-300 FOUNDATION SECTIONS

S-400 WALL SECTIONS

MECHANICAL DRAWINGS

M-001 MECHANICAL SYMBOLS, NOTES, & DETAILS

M-101 MECHANICAL FIRST FLOOR PLANS & SCHEDULES

ELECTRICAL DRAWINGS

E-001 ELECTRICAL NOTES AND RISER

E-101 ELECTRICAL FIRST FLOOR PLANS

PLUMBING DRAWINGS

P-001 PLUMBING NOTES, DETAILS, & RISERS

P-101 PLUMBING FIRST FLOOR PLAN

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.

Equip. Ident.	Location	# of Units	HP or KW	Volts and Phase	Control Type	Remarks
EF-1	Women's Restroom	1	1/6HP	115 Volt 1 Phase	Time Clock	
EF-2	Men's Restroom	1	1/6HP	115 Volt 1 Phase	Time Clock	
SF-1	Mech. Room	1	1/6HP	115 Volt 1 Phase	Time Clock	
FU-1	Mech. Room	1	0.05 HP	115 Volt 1 Phase	Thermostat	

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

SCHEDULE F

Submittals Schedule

(Reference: Section 01 3300 Article 1.5 (C) of the General Conditions)

The Schedule set forth below lists all submittal requirements for the Contract. In the event of any conflict between the Specifications and this Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or 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: Gray Organschi Architecture
TELEPHONE NUMBER: (203) 777-7794
DDC PROJECT MANAGER: Rodolfo Leyton
TELEPHONE NUMBER: (718)391-3139

DATE: 08/17/2017

APPROVED: _____

(DDC RESIDENT ENGINEER/CPM)

REPORT DATE		FMS ID #/PROJECT ID #: P109STARA CONTRACT REGISTRATION #: PROJECT NAME:STARLIGHT PARK COMFORT STATION						CONTRACT #: 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
01 3526	Safety and Health Program	X												
01 3526	Contractor's Safety Plan	X												
01 3591	Historic Treatment Plan	X												
01 5000	Site Plan		X											
01 5000	Reports	X												
01 5423	NYC DOB Scaffold & Sidewalk Shed Permits	X	X											
01 5423	Site Logistics/Site Safety Plan	X												

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[illegible]

[illegible]

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CONTRACT # 1
GENERAL CONSTRUCTION WORK

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TABLE OF CONTENTS

Contract #1-General Construction

DIVISION 2 - EXISTING CONDITIONS

024113 Selective Site Removals

DIVISION 3 - CONCRETE

SECTION

033000 Cast in Place Concrete

DIVISION 4 - MASONRY

SECTION

042000 Unit Masonry

DIVISION 5 - METALS

SECTION

051200 Structural Steel Framing
053100 Steel Decking
055000 Miscellaneous Metals
055200 Decorative Rail Systems

DIVISION 6 - WOOD, PLASTICS AND COMPOSITES

SECTION

062000 Carpentry
062023 Cabinetry and Millwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION

071200 Below Slab Vapor Retarder
072100 Thermal Insulation
072700 Vapor/Air Barrier Membrane
075300 Membrane Roofing and Roof Insulation
076100 Metal Roofing and Flashing
079200 Joint Sealers



DIVISION 8 - OPENINGS

SECTION

081113	Steel Doors and Frames
083113	Access Doors
083323	Roll Up Doors
085113	Aluminum Windows
086300	Metal Framed Skylight
087100	Door Hardware
089000	Louvers

DIVISION 9 - FINISHES

SECTION

092900	Gypsum Drywall
093000	Tile Work
096724	Resinous Flooring
099000	Painting and Finishing

DIVISION 10 - SPECIALTIES

SECTION

101400	Identifying Devices
102113	Toilet Partitions
102800	Toilet Accessories
105613	Metal Shelving

DIVISION 12 - FURNISHINGS

SECTION

129313	Bicycle Racks
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DIVISION 22 - PLUMBING

SECTION

220400	Basic Plumbing Requirements
220514	Common Work Results for Plumbing
220516	Expansions Fittings and Loops for Plumbing Piping
220519	Meters and Gages for Plumbing Piping
220523	General Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment



220548	Vibration And Seismic Controls for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220700	Plumbing Insulation
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221316	Sanitary Waste and Vent Piping
221319	Sanitary Waste and Vent Piping Specialties
221413	Storm Drainage Piping
221423	Storm Drainage Piping Specialties
224000	Plumbing Fixtures
224700	Drinking Fountains and Water Coolers
226314	Facility Natural Gas Piping

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

SECTION

230513	Common Motor Requirements For HVAC Equipment
230514	Common Work Results For HVAC Equipment
230529	Hangars and Supports for HVAC
230548	Vibration and Seismic Controls for HVAC Equipment
230700	HVAC Insulation
230850	Testing, Adjusting, and Balancing for HVAC
230900	Hvac Instrumentation and Controls
230993	Sequence of Operation
233113	Metal Ducts
233300	Duct Accessories
233713	Diffusers, Registers and Grilles
234100	Air Filters
237333.16	Indirect, Gas-Fired Heating and Ventilation Units

DIVISION 26 - ELECTRICAL

SECTION

260500	Common Work Results for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260533	Raceway and Boxes for Electrical Systems
260553	Identification for Electrical Systems
260923	Lighting Control Devices
262416	Panelboards
262713	Electricity Metering



262726	Wiring Devices
262813	Fuses
262816	Enclosed Switches and Circuit Breakers
262913	Enclosed Controllers
265200	Interior Service Lighting, Emergency Lighting and Exits

DIVISION 31 - EARTHWORK

SECTION

311300	Tree Protection and Tree Pruning
312000	Earthwork
312500	Erosion and Sedimentation Control

DIVISION 32 - EXTERIOR IMPROVEMENTS

320516	Aggregate Materials-Landscape
321123	Aggregate Base Courses
321216	Asphalt Pavement
321313	Concrete Pavement
321513	Stone Dust Pavement
323126	Range Fence
324000	Boulders
329113	Planting Soils
329119	Landscape Grading
329200	Lawns and Grasses
329300	Landscape Planting
329600	Transplanting

DIVISION 33 - UTILITIES

SECTION

334000	Storm Drainage Utilites
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END OF TABLE OF CONTENTS



SECTION 02 41 13

SELECTIVE SITE REMOVALS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Methods and procedures for demolishing, salvaging, recycling and removing sitework items designated to be removed in whole or in part, and for backfilling resulting trenches and excavations, including but not limited to:
1. Removal of Pavements
 2. Removal of Chain Link Fence Panels, Rails and Posts.
 3. Removal of Below Grade Sheet Piling
 4. Identification and Protection of Existing Utilities

1.3 RELATED SECTIONS

- A. Section 312000 Earthwork

1.4 SUBMITTALS

- A. All submittals shall be in accordance with General Conditions.
- B. Submit plan indicating:
1. Descriptions of and anticipated quantities of materials to be salvaged, reused, recycled and landfilled.
 2. Schedule of selective demolition.
 3. Number and location of dumpsters.
 4. Anticipated frequency of tipping.
- C. Submit copies of certified weigh bills, bills of landing from authorized disposal sites and reuse and recycling facilities for material removed from upon request from Commissioner.

1.5 QUALITY ASSURANCE

- A. Convene pre-installation meeting one week prior to beginning work of this section to:
1. Verify project requirements.
 2. Review installation and substrate conditions.



3. Co-ordination with building subtrades.
- B. Arrange for site visit with Commissioner to examine existing site conditions adjacent to demolition work, prior to start of Work.
- C. Hold project meetings every month.
 1. Ensure key personnel, site supervisor, project manager, subcontractor representatives attend.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Protect existing items designated to remain and items designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of Commissioner and at no cost to City of New York.
- B. Remove and store materials to be salvaged, in manner to prevent damage.
- C. Store and protect in accordance with requirements for maximum preservation of material.

1.7 SITE CONDITIONS

- A. In all circumstances ensure that demolition work does not adversely affect adjacent water courses groundwater and wildlife, or contribute to excess air and noise pollution.
- B. Do not dispose, of waste or volatile materials such as mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout project.
- C. Do not pump water containing suspended materials into watercourses, storm or sanitary sewers, or onto adjacent properties.
- D. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.
- E. Protect trees, plants and foliage on site and adjacent properties where indicated.

1.8 EXISTING CONDITIONS

- A. Prior to start of any demolition work remove contaminated or hazardous materials as defined by authorities having jurisdiction from site and dispose of at designated disposal facilities

1.9 SCHEDULING

- A. Employ necessary means to meet project time lines without compromising specified minimum rates of material diversion.
- B. Notify the Commissioner in writing when unforeseen delays occur.

PART II - PRODUCTS (NOT USED)



PART III - EXECUTION

3.1 PREPARATION

- A. Inspect site and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- B. Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- C. Notify and obtain approval of utility companies before starting demolition.

3.2 REMOVAL OF HAZARDOUS WASTES

- A. Remove contaminated or dangerous materials defined by authorities having jurisdiction, relating to environmental protection, from site and dispose of in safe manner to minimize danger at site or during disposal.

3.3 REMOVAL OPERATIONS

- A. Remove items as indicated.
- B. Do not disturb items designated to remain in place.
- C. Removal of Pavements, Curbs and Gutters
 - 1. Square up adjacent surfaces to remain in place by saw cutting or other method approved by Commissioner.
 - 2. Protect adjacent joints and load transfer devices.
 - 3. Protect underlying and adjacent granular material.
- D. Remove Sheet Piling to depth indicated or necessary for proposed construction.
- E. When removing pipes under existing or future pavement area, excavate at least 300mm below pipe invert.
- F. Removal from site
 - 1. Interim removal of stockpiled material will be required by Commissioner if it is deemed to interfere with operations.
- G. Sealing
 - 1. Seal pipe ends and walls of manholes or catch basins as indicated. Securely plug to form watertight seal.
- H. Backfill
 - 1. Backfill areas excavated, and open pits and holes, caused as a result of demolition in accordance with Section 312000 Earthwork.

3.4 RESTORATION

- A. Restore areas and existing works outside areas of demolition to match conditions of adjacent, undisturbed areas.
- B. Use soil treatments and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.



3.5 CLEAN UP

- A. Upon completion of work, remove debris, trim surfaces and leave work site clean.
- B. Use cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

END OF SECTION 02 41 13



SECTION 03 30 00
CAST IN PLACE CONCRETE

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. Section includes but is not limited to the following as shown on the drawings and as specified herein:
1. Foundation systems including footings, walls, beams, piers, pits and similar concrete.
 2. Slabs on grade.
 3. Cast-in-place slabs, beams, walls, and columns.
 4. Topping slabs.
 5. Furnishing and installing all required anchors and inserts.
 6. Placing in the forms all inserts, anchors, anchor bolts, bearing plates and the like furnished by other trades for casting into the concrete and cleaning of same after stripping of forms.
 7. Protection of all inserts, anchors, hangers, sleeves and supports furnished and set by others for the attachment of other work to the concrete, or required to permit the passage of other work through the concrete.
 8. Supply, fabricate and place all required reinforcing bars, mesh and other reinforcement for concrete where shown, called for, and/or required complete with proper supporting devices.
 9. Erection and removal of all formwork required to properly complete the work.
 10. Finishing of all concrete work as hereinafter specified.
 11. Curing and protection of all concrete work.
 12. Site concrete consisting of curbs, walls, pads, boxes and the like as shown on the drawings.
 13. Floor sealers and dust-proofing of all areas exposed and/or covered with carpet.
 14. Cutting, patching, grouting, repairing and pointing up as required.
 15. Vapor barrier system below slabs on grade.



16. Under slab drainage course.
17. Dewatering.
18. Waterproofing.
19. Grouting of all beam bearing plates and column base plates.
20. Embedded plates in all foundation walls.
21. Equipment pads as required.
22. All other work and materials as may be reasonably inferred and needed to make the work of this section complete.

B. Related Requirements:

1. DDC General Conditions
2. Division 04 Section "Unit Masonry"
3. Division 05 Section "Structural Steel"
4. Division 05 Section "Metal Deck"
5. Division 07 Section "Joint Sealants"

1.3 SUBMITTALS

A. Product Data: Submit data for proprietary materials and items, including the following:

1. Reinforcement
2. Supports for reinforcement
3. Forming accessories
4. Admixtures
5. Patching compounds
6. Waterstops
7. Joint systems
8. Curing compounds
9. Dry-shake finish materials
10. Others items as requested by Commissioner.

B. Shop Drawings; Reinforcement: Submit original shop drawings for fabrication, bending, and placement



of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures. The shop drawings shall be prepared only by competent detailers, checked by the contractor prior to submission.

1. The shop drawings shall show construction, contraction and isolation joint locations and the added reinforcement required at same.
 2. Obtain and coordinate information for sleeves and openings in concrete, which are required for the work of other trades. Make coordinated drawings showing size and location of openings and sleeves and incorporate this information on the reinforcing drawings.
 3. Only those splices indicated on the approved shop drawings will be permitted.
 4. Provide elevations of all foundation walls and other structural elements to a minimum 1/4" scale.
- C. Shop Drawings Formwork: Submit shop drawings for fabrication and erection of specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually. Commissioner's review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is Contractor's responsibility, prepared by or under the supervision of a qualified professional Commissioner detailing fabrication, assembly, and support of formwork.
1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
1. Location of construction joints is subject to approval of the Commissioner.
- E. Contraction Joint Layout: Indicate proposed contraction joints required per applicable codes and drawings.
1. Location of contraction joints is subject to approval of the Commissioner.
- F. Samples: Submit samples of materials as requested by Commissioner, including names, sources and descriptions.
- G. Laboratory Test Reports: Submit laboratory test reports for concrete materials, mix design test and microwave test.
- H. Material Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Commissioner. Manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements shall sign material certificates. Provide certification from admixture manufacturers that chloride content complies with specification requirements.
- I. Cold Weather and Hot Weather Concreting Procedures: Submit written descriptions of contractor's proposed cold weather and hot weather concreting procedures, when applicable.
- J. Certification that pozzolanic materials conforms to ASTM C 618-01 (noting class C or class F), ASTM C989 or ASTM C1240.



- K. Certified recycled steel content. Provide cut sheets clearly indicating whether the rebar used meets the minimums for post-consumer OR post-industrial recycled contents. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and if the recycled content is post-consumer or post-industrial.
- L. Formwork: Specify whether reusable, permanent, salvaged or new wood forms are to be used.
- M. Recycled Aggregate: Provide laboratory reports indicating that aggregate conforms to ASTM C33 for structural concrete or ASTM D1241-00 for sub-base material. Provide cut sheets clearly indicating the source, total weight and volume of the recycled aggregate. If aggregate provided is a mix of virgin and recycled aggregates obtain a written affidavit from the manufacturer stating the recycled content percentage
- N. VOC content for curing compounds, sealants and release agents: Provide a cut sheet and a Material Safety Data Sheet (MSDS) for each curing compound, sealant, hardener and release agent used highlighting VOC contents. VOC content must be less than or equal to limits stated under "PRODUCTS".

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. New York City Building Code, Latest Edition
 - 2. ACI 117 "Standard Specifications for Tolerances for Concrete Construction and Materials and Commentary."
 - 3. ACI 211.1 "Standard Practice for Selecting Proportions for Normal, Heavyweight and mass concrete."
 - 4. ACI 211.2, "Standard Practice for Selecting Proportions for Structural Lightweight Concrete."
 - 5. ACI 214R, "Evaluation of Strength Test Results of Concrete."
 - 6. ACI 232.2R, "Use of Fly Ash in Concrete."
 - 7. ACI 233R, "Guide to Use of Slag Cement in Concrete and Mortar."
 - 8. ACI 234, "Guide for the Use of Silica Fume in Concrete."



9. ACI 301 "Specifications for Structural Concrete."
 10. ACI 302.1R "Guide for Concrete Floor and Slab Construction."
 11. ACI 304R, "Guide for Measuring, Mixing, Transporting and Placing Concrete."
 12. ACI 305R "Hot Weather Concreting."
 13. ACI 306R-10 "Guide to Cold Weather Concreting."
 14. ACI 308.1 "Standard Specification for Curing Concrete."
 15. ACI 309R, "Guide for Consolidation of Concrete."
 16. ACI 311.4R, "Guide for Concrete Inspections."
 17. ACI 315, "Details and Detailing of Concrete Reinforcement."
 18. ACI 318 "Building Code Requirements for Structural Concrete and Commentary."
 19. ACI 347 "Guide to Formwork of Concrete."
 20. Concrete Reinforcing Steel Institute, (CRSI) "Manual of Standard Practice."
 21. CRSI-WCRSI, "Placing Reinforcing Bars."
 22. AWS D1.4, "Structural Welding Code Reinforcing Steel."
 23. The ACI Field Reference Manual, SP-15 shall be kept at the job site, and the practices set forth therein shall be strictly adhered to.
 24. ASTM Standards as applicable in the building code of the local jurisdiction and as noted in this specification.
 25. AASHTO T 318, "Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying."
- E. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- F. Mockups: Cast concrete slab-on-grade panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.
1. Build panel approximately 200 sq. ft. for slab-on-grade in the location indicated or, if not indicated, as directed by Commissioner.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- G. Preconstruction Meeting:
1. At least 35 days prior to the start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to



achieve the required concrete construction. The Contractor shall send a pre-concrete conference agenda to all attendees 20 days prior to the scheduled date of the conference.

2. The Contractor shall require responsible representatives of every party who is concerned with the concrete work to attend the conference, including but not limited to the following:
 - a. Contractor's superintendent
 - b. Laboratory responsible for the concrete design mix
 - c. Laboratory responsible for field quality control
 - d. Concrete subcontractor
 - e. Ready-mix concrete producer
 - f. Admixture manufacturer(s)
 - g. Concrete pumping equipment manufacturer.
3. Minutes of the meeting shall be recorded, typed and printed by the contractor and distributed by the contractor to all parties concerned within 5 days of the meeting. One copy of the minutes shall also be transmitted to the following for information purposes: City of New York and Commissioner or City of New York and Commissioner's representative.
4. The minutes shall include a statement by the concrete contractor indicating that the proposed mix design and placing can produce the concrete quality required by these specifications.
5. A minimum of a 4 cubic yard trial mixture containing all required admixtures shall be placed at the job site using the accepted methods of placing, finishing and curing. All applicable tests including slump, strength, water content, air content, permeability, and air content will be performed. This shall occur at least four weeks before actual concreting operations with the proposed mix design begins. The admixture manufacturer(s) and inspectors shall be present. The same testing should be done in the laboratory at the same time for comparison. A test sample should be done for each condition that is to be placed.
6. The Commissioner will be present at the conference. The Contractor shall notify the Commissioner at least 10 days prior to the scheduled date of the conference.

1.5 PROJECT CONDITIONS

- A. The Contractor, before commencing work, shall examine all adjoining work on which this work is in any way dependent for proper installation and workmanship according to the intent of this specification, and shall report to the Commissioner or Commissioner's Representative any condition which prevents this contractor from performing first class work.
- B. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- C. Protect adjacent finish materials against spatter during concrete placement.



- D. Provide all barricades and safeguards at all pits, holes, shaft and stairway openings, etc., to prevent injury to workmen and others within and about the premises. Also provide all safeguards as required by the Building Code, OSHA, or any other departments having jurisdiction. Take full responsibility for all safety precautions and methods.
- E. Procedure of Work: The contractor shall keep themselves constantly informed as to the progress of the work in the field, materials and workers ready to start work immediately when conditions of preceding work are available or ready, wholly or in part, so as not to delay the progress of building work or to interfere with the progress of work of other contractors, and in any event the contractor shall, within 24 hours after notice from the Commissioner or Commissioner's Representative, proceed with such work as directed to maintain the uninterrupted progress of the work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART II - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct of plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.
 - 1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better mill oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Preference shall go to salvaged or re-used Dimensional Lumber. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Provide VOC compliant commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Use biodegradable form release agent listed below or equivalent made from soy or rapeseed oil.
 - 1. "Clean Strip J1EF" Dayton Superior
 - 2. "Soy Form Away" Cure & Seal by Natural Soy Products
 - 3. "Bio-Form" Leahy-Wolf Company



4. "Duogard II" W. R. Meadows, Inc.
 5. "Atlas Bio-Guard" Atlas Construction Supply, Inc.
- D. Form Ties: Form ties and spreaders: prefabricated assemblies by Richmond; Superior, Dayton or approved equal. Wire ties shall not be used. Ties for foundation work shall be of snap design with removal cones and water seal washer.
1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615 M, Grade 60.
- B. Weldable Reinforcing Bars: ASTM A 706/A 706M, Grade 60.
- C. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) Class I (3.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.
- D. Epoxy-Coated Reinforcing Bars: ASTM A 775 (as noted on plan and/or in section).
- E. Steel Wire and Welded Wire Reinforcement: ASTM A 1064. Galvanized at exterior locations, conditions permanently exposed to weather and/or water, and where noted on drawings (plan and/or sections).
- F. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- G. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.
- H. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- I. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- J. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire reinforcement in place. Use wire bar type supports complying with CRSI specifications.
- K. For epoxy coated reinforcement provide plastic protected chairs and plastic ties. All imperfections in the epoxy coating are to be repaired prior to placement of concrete.
 - a. Use recycled plastic rebar supports. Subject to compliance with requirements, provide one of the following:



- 1) International Plastics Group
- 2) Eclipse Plastic

- L. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class I) or stainless steel protected (CRSI, Class 2), at a spacing not to exceed 4'-0" on center in either direction.

2.3 CONCRETE MATERIALS

- A. Portland cement: ASTM C 150, Types I, II, or I/II. Total percentage of Portland Cement is NOT to exceed 75% of the cementitious content of each mix. Use one brand of cement throughout project, unless otherwise acceptable to Commissioner. Provide either fly ash or GGBF in mix per sections below.
1. Fly Ash: Cast-in-place concrete shall incorporate fly ash as a replacement for at least 25% (by weight) of the Portland cement. All design mixes must be reviewed and approved by the Commissioner. Fly Ash shall not be used in conjunction with Ground Granulated Blast Furnace Slag.
 2. Ground Granulated Blast Furnace Slag (GGBF): Cast-in-place concrete shall incorporate GGBF as a replacement for at least 40% (by weight) of the Portland cement. All design mixes must be reviewed and approved by the Commissioner. GGBF shall not be used in conjunction with Fly Ash.
 3. Pozzolans and Slags: These must be completely accounted for in the design mix. Mix design must meet minimum design requirements set in the contract documents. Additional admixtures may be required to meet early strength requirements and alternative cementitious material goals. If a "blended cement" is used which already contains a certain percentage of Pozzolans or Slags this content may offset or entirely satisfy the minimum percentage required.
 - a. Coal Fly Ash: ASTM C 618 (Class C or Class F): ASTM C 618 (Note: Class F fly Ash will require higher amounts of air entraining admixtures than class C).
 - b. Blast Furnace Slag: ASTM C989
 - c. Silica Fume: ASTM C 1240
 - d. Rice Hull (or "husk") Ash: ASTM C 618 Blended hydraulic cement, as defined by ASTM C 595 or ASTM C 1157
- B. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
1. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Commissioner.
 2. Normal weight Fine Aggregate: washed, inert, natural or manufactured or combination thereof, sand conforming ASTM C33 gradation.
 3. Normal weight Coarse Aggregate: well graded crushed stone or washed gravel conforming to



ASTM C33, sizes 57 for foundations and 67 for slabs and structure.

1. Recycled crushed concrete aggregate in concrete mixes is only to be used with approval of Commissioner. Recycled aggregate shall be used only as a substitute for coarse aggregate and must also be washed and well-graded, conforming to ASTM C33.
2. For sub-base, slabs on grade and non-structural applications and Recycled Aggregate Materials are NOT required to meet the ASTM C 33 standard. In addition to concrete rubble, glass, porcelain, and tire chips can be used as filler material. Any inert material conforming to ASTM D1241 is acceptable for the applications described in this paragraph.

C. Lightweight Aggregates: Well-graded crushed expanded shale produced by rotary kiln method. Solite or equal, conforming to ASTM C330.

D. Water: Free from oils, acids, alkali, organic matter and other deleterious material to conform to ASTM C94.

ASTM C94 for gray water use in the production of ready mixed concrete per approval by the Commissioner.

E. Air Entraining Admixture: ASTM C 260.

1. Liquid air entrainment: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|----------------------|-----------------|
| 1. "Air Mix" | Euclid Chemical |
| 2. "AEA-92" | Euclid Chemical |
| 3. "Darex AEA" | W. R. Grace |
| 4. "MasterAir VR 10" | Master Builders |

F. Water-Reducing Admixture: ASTM C 494.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|-------------------------|-----------------|
| 1. "MasterPolyheed 997" | Master Builders |
| 2. "Euclid MR" | Euclid Chemical |
| 3. "WRDA 64" | W. R. Grace. |

G. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G and containing not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|-------------------------------------|---------------------|
| 1. "Eucon 37, 1037 or Plastol 5000" | Euclid Chemical Co. |
| 2. "Rheobuild 1000" | Master Builders |
| 3. "MasterGlenium 7500" | Master Builders |



4. "Daracem-100"

W. R. Grace

H. Water Reducing, Non-Corrosive Accelerating Admixture: The admixture shall conform to ASTM C 494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Accelerating admixtures are not to be used as antifreeze agents. Accelerating admixtures are permitted only upon review by Commissioner.

1. Products: Subject to compliance with requirements, provide the following or equal approved by
Commissioner:

- | | |
|--------------------|---------------------|
| 1. "Accelguard 80" | Euclid Chemical Co. |
| 2. "Daraset" | W. R. Grace |
| 3. "Pozzutec 20" | Master Builders. |

I. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and contain not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|------------------------|---------------------|
| 1. "Eucon Retarder 75" | Euclid Chemical Co. |
| 2. "Pozzolith 100XR" | Master Builders. |
| 3. "Plastiment" | Sika Chemical Co. |
| 4. "Daratard" | W.R. Grace. |

J. Microsilica Admixture shall be dry densified or slurry formed. Microsilica shall come from the same source throughout the project. If a single source cannot be maintained, laboratory testing of each new source shall be required before acceptance by the Commissioner at no cost to the City of New York and Commissioner.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|-------------------|----------------------|
| 1. "Emsac F 100" | Elkem Chemical, Inc. |
| 2. "Eucon MSA" | Euclid Chemical Co. |
| 3. "Force 10,000" | W. R. Grace |

K. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.

L. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of admixtures will be required from the admixture manufacturer prior to mix design review by the Commissioner.



M. Macro-Fibers: Engineered macro-synthetic fibers.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--------------------|-------------------------|
| 1. "Tuf-Strand SF" | Euclid Chemical Co. |
| 2. "Fibermesh 650" | Propex Concrete Systems |
| 3. "Strux 90/40" | W.R. Grace |
| 4. "Forta-Ferro" | Forta |

N. Micro-Fibers: Engineered micro-synthetic fibers.

1. Products: Subject to compliance with requirements, provide the following or equal approved by Commissioner:

- | | |
|--------------------|-------------------------|
| 1. "Fiberstrand N" | Euclid Chemical Co. |
| 2. "Fibermesh 150" | Propex Concrete Systems |
| 3. "Ultra-Net" | Forta |

O. Natural Fiber Reinforced Concrete: Natural fiber reinforced concrete is permitted only upon review by Commissioner. Refer to ACI 544.1R, chapter 5

P. Corrosion Inhibitor: 30% calcium nitrite (where called for in the specifications or on the drawings). Subject to compliance with requirements, provide the following at 3 gal/cy:

- | | |
|--------------------|------------------|
| 1. "Eucon CIA" | Euclid Chemical |
| 2. "DCI" | W. R. Grace |
| 3. "Rheocrete CNI" | Master Builders. |

Q. Contractor will be required to provide information demonstrating successful use in prior placement involving all admixtures.

2.4 WATERSTOPS

A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|---------------------|---|
| 1. "MiraSTOP" | Carlisle Coatings & Waterproofing, Inc. |
| 2. "Waterstop-RX" | CETCO |
| 3. "Conseal CS-231" | Concrete Sealants Inc. |
| 4. "Swellstop" | Greenstreak |
| 5. "Hydro-Flex" | Henry Company, Sealants Division |



6. "Earth Shield Type 20" JP Specialties, Inc.

2.5 GROUT

- A. Non-Shrink, Non-Metallic Grout: The non-shrink grout shall be a factory pre-mixed grout and shall conform to ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 4' x 4' base plate.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--------------------------|---------------------|
| 1. "Euco-NS" | Euclid Chemical Co. |
| 2. "Five Star Grout" | U.S. Grout Corp. |
| 3. "Masterflow 713 Plus" | BASF |

- B. High Flow Grout: Where high fluidity and/or increased placing time is required, use high flow grout. The factory pre-mixed grout shall conform to ASTM C1107, "Standard Specification for Packages Dry, Hydraulic-Cement Grout (Non-shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 18" x 36" base plate.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--------------------------------|---------------------|
| 1. "Euco Hi-Flow Grout" | Euclid Chemical Co. |
| 2. "Masterflow 928" | BASF |
| 3. "Five Star Fluid Grout 100" | Five Star |

2.6 RELATED MATERIALS

- A. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 1241, Size 57, with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing a No. 8 sieve.

- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 1241, Size 10, with 100 percent passing a 3/8 inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

- C. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 40% aluminum oxide and not less than 25% ferric oxide. Use material that is factory-graded, packaged, rustproof and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.

- D. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.



E. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Products: Subject to compliance with requirements, provide one of the following:

1. Waterproof paper
2. Polyethylene film
3. Polyethylene-coated burlap

F. Curing Compounds: The compound shall conform to ASTM C 309. Limit VOC content to 130 g/L. Use water-based curing compound. For surfaces receiving both a curing compound and additional flooring, verify that the curing compound and additional flooring are compatible.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|---------------------|---------------------|
| 1. "SealTight 1100" | W.R. Meadows |
| 2. "Kurez W VOX" | Euclid Chemical Co. |
| 3. "Everclear VOX" | Euclid Chemical Co. |
| 4. "VOCOMP-25" | W.R. Meadows |

G. Curing & Sealing Compounds: Only specify for slabs that will remain exposed, i.e. will not receive additional flooring. The compound shall conform to ASTM C1315. Limit VOC content to 130 g/L. Use water-based curing compound.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--------------------|---------------------|
| 1. "Everclear VOX" | Euclid Chemical Co. |
| 2. "VOCOMP-25" | W.R. Meadows |

H. Sealers/Hardeners: For use on concrete surfaces that will remain exposed. Slabs that will receive additional flooring do not require sealing or hardening. Sealers and hardeners must not yellow under ultra violet light after 500 hours of test in accordance with and have a maximum moisture loss of 0.039 grams per sq. cm. when applied at a coverage rate of 250 sq. ft. per gallon. Limit VOC content to 130 g/L. Use water- or vegetable-based product.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--------------------|------|
| 1. "Kure-N-Harden" | BASF |
|--------------------|------|

I. For concrete floors subjected to heavy vehicular traffic use a Liquid Sealer/Densifier: The product must be a high performance, deeply penetrating concrete densifier conforming to ASTM C836; odorless, colorless, VOC - compliant, non-yellowing silicate based solution designed to harden, dustproof and protect and to resist black rubber tire marks on concrete surfaces. The compound must contain a



minimum of 20% solids content of which 50% is silicate

J. Evaporation Retardant:

1. Products Subject to compliance with requirements, provide one of the following or equal approved by

Commissioner:

- | | |
|--------------|---------------------|
| 1. "Eucobar" | Euclid Chemical Co. |
| 2. "Confilm" | BASF |

- K. Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F 710, coordination with flooring manufacturer is required to insure concrete coatings will not obstruct the bond between the concrete and the adhesive. Insure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive. Reactivity releases VOCs and /or other toxic fumes.**

L. Crack Sealer: Elastomeric liquid crack sealer resistant to water, gasoline, oil and salts.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|--|-----------------|
| 1. "Eucolastic 1NS" | Euclid Chemical |
| Co. Maximum allowable depth of this product is 1/2". | |

M. Underlayment Compound: Free flowing, self-leveling, pumpable cementitious base compound.

1. Products: Subject to compliance with requirements, provide the following or equal approved by

Commissioner:

- | | |
|----------------------------------|---------------------|
| 1. "Flo-Top 90 or Super Flo-Top" | Euclid Chemical Co. |
| 2. "Ardex" | Ardex Co. |
| 3. "Underlayment 110" | Master Builders |

N. Bonding Admixture: The compound shall be a latex, non-rewettable type.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|----------------|---------------------|
| 1. "Flex-Con" | Euclid Chemical Co. |
| 2. "SBR Latex" | Euclid Chemical Co. |

O. High Strength Polymer Repair Mortar: For form and pouring or large horizontal repairs, provide the flowable on-part, high strength repair mortar.

1. Products: subject to compliance with requirements, provide the following or equal approved



by

Commissioner:

- | | |
|-----------------------------------|-------------------------|
| 1. "Eucocrete" | The Euclid Chemical Co. |
| 2. "Euco Speed MP" (Cold Weather) | The Euclid Chemical Co. |
| 3. "Emaco R" | Master Builders. |

P. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- | | |
|-----------------|------------|
| 1. "Daraweld C" | W.R. Grace |
|-----------------|------------|

Q. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Type IV for bonding hardened concrete to hardened concrete, and Type V for bonding freshly mixed concrete to hardened concrete.

R. Reglets: Fabricate reglets of not less than 0.022 inch thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

S. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

T. Vapor Barrier: Provide vapor barrier which conforms to ASTM E 1745, Class A or B. The membrane shall have a water-vapor permeance rate no greater than 0.012 perms when tested in accordance with ASTM E 154, Section 7. The vapor barrier shall be placed over prepared base material where indicated below slabs on grade. Vapor barrier shall be no less than 10 mil thick in accordance with ACI 302.1R. Preferred vapor barriers will be manufactured from post-consumer recycled polymers.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|---|----------------------|
| 1. "Stego Wrap (15 mil) Vapor Barrier" | Stego Industries LLC |
| 2. "Griffolyn Vaporguard" | Reef Industries |
| 3. "Premoulded Membrane with Plastmatic Core" | W.R. Meadows. |

U. Expansion Joint Filler: ASTM D 1751.

1. Products: Subject to compliance with requirements, provide one of the following or equal approved by Commissioner:

- | | |
|---|------------------|
| 1. "Homex 300" | Homasote Company |
| 2. "Standard Cork Expansion Joint Filler" | APS Cork |

3. "Fibre Expansion Joint"

W.R. Meadows

V. Water: Potable.

2.7 PROPORTIONING AND DESIGN OF MIXES

A. Preparation of Design Mixes

1. All mix designs shall be proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and prepared by a licensed testing laboratory approved by the City of New York and Commissioner, but paid for by the contractor. Submit mix designs on each class of concrete for review.
2. If previously used mixes are submitted, all materials shall be from the same sources and with the same brand names as the previously utilized mix.
3. If trial batches are used, the mix design shall be prepared by an independent testing laboratory and shall achieve an average compressive strength 1200 psi higher than the specified strength. This over-design shall be increased to $1.10f'c + 700$ psi when concrete strengths greater than 5000 psi are used.
4. The proposed mix designs shall be accompanied by complete standard deviation analysis or trial mixture test data.

B. Submit each proposed mix to the Commissioner and Structural Engineer for review at least 5 days prior to the pre-concrete conference. Do not begin concrete production until Commissioner has reviewed and approved mixes.

1. Submit Test reports for any pozzolans or slags indicating compliance with ASTM C 618 or ASTM C 989, respectively.
2. Provide cut sheets clearly indicating the percentages of pozzolans or slags used in the mix design as replacement for Portland cement. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the percentage.
3. Test reports for recycled aggregate indicating compliance with ASTM C 33. Provide cut sheets clearly indicating the percentage of aggregates used that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
4. Provide cut sheets clearly indicating the percentage of sub-base and filler aggregate materials that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.

C. Design mixes to provide concrete with strength as indicated on drawings and schedules.

D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to City of New York and Commissioner and as accepted by Commissioner. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Commissioner before using in work. Form TR3: Technical Report Concrete Design Mix: The contractor shall be responsible for, and bear all cost 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 review and approval of concrete design mix, testing, signature and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.

E. Admixtures:

1. Use water-reducing admixture or high range water-reducing admixture (superplasticizer) in all concrete as required for placement and workability.
2. Use non-corrosive, non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 F (10 C).
3. Use high-range water-reducing admixture in pumped concrete, architectural concrete, parking structure slabs, fiber concrete, concrete required to be watertight, concrete with ultimate strength of 5,000 psi or more, and concrete with water/cement ratios below 0.50.
4. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Exposure category for exterior concrete is F1. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1-1/2 percent within following limits:
 1. Concrete structures and slabs exposed to freezing and thawing or deicer chemicals.
 - 1) 1-1/2" maximum aggregate: 4.5 percent (exposure class F1, moderate exposure); 5.5 percent (exposure class F2 and F3, severe exposure)
 - 2) 1" maximum aggregate: 4.5 percent (exposure class F1, moderate exposure); 6 percent (exposure class F2 and F3, severe exposure)
 - 3) 3/4" maximum aggregate: 5 percent (exposure class F1, moderate exposure); 6 percent (exposure class F2 and F3, severe exposure)
 - 4) 1/2" maximum aggregate: 5.5 percent (exposure class F1, moderate exposure); 7 percent (exposure class F2 and F3, severe exposure)
 - 5) 3/8" maximum aggregate: 6 percent (exposure class F1, moderate exposure); 7.5 percent (exposure class F2 and F3, severe exposure)
 2. Other Concrete: (not exposed to freezing, thawing, or hydraulic pressure): 2 percent to 4 percent air.
 3. Interior concrete to receive hard troweling shall not be air entrained unless specifically approved by the Engineer.
5. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.

F. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:

1. Concrete for precast slabs, precast beams, structural topping slab, caisson caps, caissons, poured in place slabs and grade beams, columns and walls, over water, on ground or exposed to weather: W/C 0.40.
2. Concrete on metal deck:
 1. With specified minimum compressive strength not greater than 5,000 psi: 0.40.
 2. With specified minimum compressive strength not greater than 7,000 psi: 0.35.
3. "Quick Dry" Concrete: 0.40.
4. Subjected to freezing and thawing; W/C 0.45.
5. Subjected to deicers/watertight: W/C 0.45.
6. Reinforced concrete subjected to brackish water, salt spray or deicers; W/C 0.40.

G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Ramp slabs and sloping surfaces: Not more than 3".
2. Reinforced foundation systems, including mud slabs below hydrostatic slabs: Not less than 1" and not more than 3".
3. Concrete containing HRWR admixture (superplasticizer): Not more than 9" unless otherwise approved by the Commissioner. The concrete shall arrive at the job site at a slump of 2" to 3" (3" to 4" for concrete receiving a "shake-on" hardener or lightweight concrete), be verified, then the high-range water-reducing admixture added to increase the slump to the approved level.
4. Other Concrete: Not less than 1" or more than 4".

H. Chloride Ion Level: Chloride ion content of aggregate shall be tested by the laboratory making the trial mixes. The total chloride ion content of the mix including all constituents shall not exceed the limitations set forth in Table 4.4.1 of ACI 318 for concrete subjected to deicers or exposed to chloride in service (0.15% chloride ions by weight of cement).

2.8 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required. When air temperature is between 85 F (30 C) and 90 F (32 C), reduce maximum mixing and delivery time from 1-1/2 hours to 75 minutes, and when



air temperature is above 90 F (32 C), reduce maximum mixing and delivery time to 60 minutes.

- D. No water shall be added after mixing to concrete containing HRWR (Superplasticizer). If loss of slump occurs, the concrete treated with HRWR may be redosed as long as a "flash set" has not occurred. Redosage procedures must be discussed and approved by the Commissioner and the manufacturer.

PART III - EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 INSPECTION

- A. Examine all work prepared by others to receive work of this section and report any defects affecting installation to the Contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by others.

3.3 CONCRETE

- A. Concrete shall develop the minimum compressive strengths shown on drawings at 28 days when sampled and tested in accordance with ASTM C 31 and C 39 with the maximum slump in accordance with the approved mix design.
- B. Concrete shall be in accordance with the requirements and specifications of "Building Code Requirements for Structural Concrete" as modified by the building code noted above.
- C. Fly Ash Concrete & Slag Concrete: Concrete mixes containing high volumes of fly ash or Slag have slower set times and may take up to 56 days to reach full strength. The Commissioner, agency responsible for concrete mix design, the Commissioner and the concrete subcontractor must coordinate to ensure that the form stripping schedule is consistent with the ability of the structure to support itself and all imposed construction loads.

3.4 FORMS

- A. Design formwork to maximize its reusability, reduce resources devoted to formwork construction and minimize waste generated. Where appropriate choose alternative formwork systems (refer to sections listed above).
- B. Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shapes, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347. Provide Class A tolerances for concrete exposed to view. Provide Class C tolerances for other concrete surfaces.
- C. Design formwork to be readily removable without impact, shocks or damage to cast-in-place concrete surfaces and adjacent materials.
- D. Construct forms to size shapes, lines and dimensions shown, and to obtain accurate alignment, location,



- grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, to prevent swelling and for easy removal.
 - F. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
 - G. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
 - H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
 - I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3.5 VAPOR BARRIER INSTALLATION

- A. Examine the condition of porous fill and remedy any unsatisfactory portions prior to installing vapor barriers.
- B. Sub-base material to be per above sections.
- C. Following leveling and tamping of sub-base for slabs on grade, place vapor barrier sheeting with longest dimension parallel with direction of pour.
- D. Lap joints 6" and seal with appropriate tape.
- E. After placement of moisture barrier, cover with granular material and compact to depth as shown on drawings.
- F. Avoid cutting or puncturing vapor barrier during reinforcement placement and concreting operations.

3.6 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.



- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverage's for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- F. Micro-Fibers: All concrete where indicated on the drawings shall contain the specified micro-fibers. Length shall be per the manufacturer's specification. The dosage rate shall be 1.0 – 1.6 lbs per cubic yard per the manufacturer's specification. Submit proposed dosage rate to Commissioner for review prior to concrete placement.
- G. Macro-Fibers: All concrete where indicated on the drawings shall contain the specified macro-fibers. Length shall be per the manufacturer's specification. The dosage rate shall be 3.0 – 5.0 lbs per cubic yard per the manufacturer's specification. Submit proposed dosage rate to Commissioner for review prior to concrete placement.
- H. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Commissioner, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.
- I. Epoxy-coated reinforcing bars shall be fastened with nylon-, epoxy-, or plastic-coated tie wire, or other acceptable materials.
- J. Repair of damaged epoxy-coating: When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A775. Repair shall be done in accordance with the patching material manufacturer's recommendations.
- K. Unless permitted by the Commissioner, epoxy-coated reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.

3.7 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated, or if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Commissioner.
- B. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across



construction joints, except as otherwise indicated.

- D. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions, using manufacturer's specified welding irons.
- E. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals and elsewhere as indicated.
 - 1. Joint filler and sealant materials are specified in the section for "Related Materials"
- F. Contraction (Control) Joints in Slabs-on-Ground: Maximum joint spacing shall be 36 times the slab thickness unless otherwise noted on the drawings. The dry cut saw shall be used immediately after final finishing and to a depth of 1-1/4". A conventional saw shall be used as soon as possible without dislodging aggregate and to a depth of 1/4 slab thickness.
 - 1. Joint sealant material is specified in the section for "Related Materials".

3.8 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.
- C. Embedded Plates at Foundation Walls: Install plate at top of forms so that exterior face of steel plate is level and plumb. Use construction documents for locations, sizes and elevations.

3.9 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. If form-release compound is required, coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, and amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.



3.10 CONCRETE PLACEMENT

- A. Ready-mix concrete shall comply with the requirements of ASTM C 94 and ACI 304. All plant and transporting equipment shall comply with the concrete plant standards and truck mixer and agitator standards of the National Ready Mix Concrete Association.
- B. Cold weather mixing procedures shall be submitted to the Commissioner for approval.
- C. Notify Commissioner and City of New York and Commissioner's Inspector at least 36 hours (1 1/2 regular working days) before each pour so that forms and reinforcing may be examined. Do not place concrete until inspection has been made or waived.
- D. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
 - 1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
- E. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- F. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 18" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Use internal vibrators penetrating both the top and preceding layers.
- G. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- H. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete." Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- I. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.



- J. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- K. Slabs: Bring slab surfaces to correct level with straightedge and strikeoff. Use highway straightedge, bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. See also "MONOLITHIC SLAB FINISHES" below.
- L. Maintain reinforcing in proper position during concrete placement operations.
- M. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
1. When air temperature has fallen to or is expected to fall below 40 F (4 C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 F (10 C), and not more than 80 F (27 C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Use only a non-corrosive, non-chloride accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are NOT permitted.
 4. Care must be taken to store water-based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.
- N. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 F (32 C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 3. Fog spray forms, reinforcing steel and subgrade just before concrete is placed.

3.11 FINISH OF FORMED SURFACES

- A. Concrete mixes containing pozzolans or slags do not set at the same rate or with the same bleed water characteristic as plain Portland cement. Therefore attention must be directed to the proper procedures. Refer to ACI 232.2R and ACI 301.
- B. Rough Form Finish: For formed concrete surface not exposed-to- view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.



- C. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, damp-proofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams.

Repair and patch defective areas with fins or other projections completely removed and smoothed. Follow all requirements in ACI 301, Chapter 10 for smooth form finish. Surface preparation for surfaces receiving waterproofing must be approved by the waterproofing manufacturer prior to construction.

3.12 FLOOR FLATNESS/LEVELNESS TOLERANCES

- A. FF defines the maximum floor curvature allowed over 24 in. Computed on the basis of successive 12 in. (300 mm) elevation differentials, FF is commonly referred to as the "Flatness F-Number".
- B. FL defines the relative conformity of the floor surface to a horizontal plane as measured over a 10 ft. (3.05 m) distance commonly referred to as the "Levelness F-Number".
- C. All floors shall be measured within 72 hours of being poured and in accordance with ASTM E 1155 "Standard Test Method for Determining Floor Flatness and Levelness Using the "F Number" System (Inch-Pound Units).
- D. All slabs shall achieve the specified overall tolerance. The minimum local tolerance (1/2 bay or as designated by the Commissioner) shall be 2/3 of the specified tolerances.
- E. All elevated slabs shall achieve the specified FL tolerance before the removal of the forms.
- F. All slabs on metal deck shall achieve the specified FF.

3.13 MONOLITHIC SLAB FINISHES

- A. Float Finish: Apply float finish to slabs at crawl spaces, unless otherwise noted. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture. Surface shall achieve an FF 20 - FL 17 tolerance.
- B. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system, unless otherwise noted. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance and with a surface leveled to an FF 25/ FL 20 tolerance (FL 17 for elevated slabs). Grind smooth surface defects, which would telegraph through applied floor covering system.



- C. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, and slab surfaces which are to be covered with membrane or elastic waterproofing, or sand-bed terrazzo, and as otherwise indicated, apply single trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming. Surface preparation for surfaces receiving waterproofing must be approved by the waterproofing manufacturer prior to construction
- D. Sealers, Hardeners and Liquid Densifiers: Apply a coat of the specified compound to all EXPOSED interior concrete floors where indicated on the drawings. This surface must be continuously moist cured by a method satisfactory to the Commissioner. Apply and mechanically scrub compound into the floor in strict accordance with the manufacturer's printed instructions.

3.14 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
 2. Begin final curing procedures immediately following initial curing and before concrete has dried.
Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
 3. In order to avoid plastic or drying shrinkage cracks during warm, dry or windy weather, ACI 302 and
ACI 308 shall be followed using wind breaks and sun shades when recommended.
Evaporation retardant shall be as specified in Section 2.04.
 4. Care must be taken to store water based curing and sealing compounds where they will not freeze.
In most cases, they cannot be reconstituted after thawing.
- B. Curing Methods: Perform curing of concrete by moisture curing, moisture-retaining cover curing, curing and sealing compound, and by combinations thereof, as herein specified.
1. Provide moisture curing by following methods.
 1. Keep concrete surface continuously wet by covering with water.
 2. Continuous water-fog spray.
 3. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
 2. Provide moisture-retaining cover curing as follows:
 1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Provide curing and sealing compound to exposed interior slabs not receiving additional flooring.



A clear curing and sealing compound shall be used on exterior slabs, sidewalks and curbs not receiving a penetrating sealer.

4. Use the specified curing compound on surfaces to be covered with finish or coating material applied directly to concrete, such as liquid densifier/sealer, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials. Apply compound in accordance with manufacturer's direction.
- C. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- D. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of the specified curing compound or a continuous moist curing method approved by the Commissioner.
- E. Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F710, coordination with flooring manufacturer is required to insure concrete coatings will not obstruct the bond between the concrete and the adhesive. In addition, insure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive.
- F. Sealer and Dustproofer: Apply a second coat of the specified curing and sealing compound to exposed interior slabs not subjected to vehicular traffic, noted on the drawings. These slabs must have received an initial coat of the curing and sealing compound.

3.15 SHORES AND SUPPORTS

- A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.
- B. Extend shoring from ground to roof for structures 4 stories or less, unless otherwise permitted.
- C. Extend shoring generally at least 4 floors under floor or roof being placed for structures over 5 stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this levels in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure. Contractor shall provide the services of a registered Professional Engineer to design the shoring, and determine timing of removal.
- D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.
- E. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.



3.16 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 F (10 C) for 12 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.17 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are intended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Commissioner.

3.18 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
- D. Grout base plates and foundations as indicated using specified free-flowing non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.
- E. Where high fluidity and/or increased placing time is required use the specified high flow grout. This grout shall be used for all base plates larger than 10 square feet.
- F. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screeds, tamp, and finish concrete surfaces



as scheduled.

- G. Reinforced Masonry: Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.19 CONCRETE SURFACE REPAIRS

- A. Prior to all repairs, an as-built condition sketch and method of repair must be submitted to the Commissioner for review and approval.
- B. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Commissioner.
- C. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with a bonding grout containing the specified bonding admixture. Place patching mortar after while bonding grout is still tacky.
- D. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- E. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Commissioner. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discoloration's that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or pre-cast cement cone plugs secured in place with bonding agent.
- F. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete.
If defects cannot be repaired, remove and replace concrete.
- G. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueens of slope, in addition to smoothness, using a template having required slope.
- H. Repair finished unformed surfaces that contain defects, which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
- I. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days, except at hydrostatic slabs.
- J. Correct low areas in unformed surfaces during or immediately after completion of surface finishing



- operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. The specified underlayment compound or repair topping may be used when acceptable to Commissioner.
- K. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
- L. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cutout holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- M. Structural Repair: All structural repairs shall be made with prior approval of the Commissioner as to method and procedure, using the specified polymer repair mortar and/or specified epoxy adhesive. Where epoxy injection procedures must be used, an approved low viscosity epoxy made by the manufacturers previously specified shall be used. In addition, all cracks shall be filled with the specified crack sealer or other method as approved by the Commissioner. All garage slabs shall be repaired prior to the slab being treated with the specified penetrating anti-spalling sealer.
- N. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material. Underlayment application shall achieve the tolerances specified in "MONOLITHIC SLAB FINISHES" above.
- O. Specified Polymer Horizontal Repair Mortar: All exposed floors shall be leveled, where required, with the specified self-leveling repair topping.
- P. Repair Methods not specified above may be used, subject to acceptance of Commissioner.

3.20 FOUNDATION WALLS

- A. The contractor shall form and leave openings in walls as shown on drawings and approved shop drawings for work of other contractors. These openings shall be temporarily closed and when so directed, the contractor shall point up in solid and neat manner with waterproofed cement.

3.21 WORK IN CONNECTION WITH OTHER TRADES

- A. Sleeves, pockets, openings, etc., shall be set in the concrete walls and arches as required for the mechanical trades as shown on approved shop drawings; these shall be encased or built into the concrete work and shall be properly placed and secured in position in the forms before concrete is placed.
- B. Provide all chases, pipe slots, etc., required for the mechanical trades (see mechanical



drawings), constructed as shown on the approved shop drawings.

C. Leave temporary access panels where required to install mechanical equipment as required by trade affected.

Panels shall be formed with construction joints as specified. Details for such panels shall be submitted to Commissioner for approval.

D. Coordinate all penetrations, cutting, and patching with waterproofing contractor.

3.22 CUTTING AND PATCHING

A. Contractor for concrete work shall be responsible for all cutting, removing and patching work where concrete surfaces are not installed within the limits shown on the drawings or specified herein. All such work shall meet with the approval of the Commissioner.

B. Where cutting and patching is required to accommodate the work of other subcontractors, such cutting shall be done at the expense of said subcontractors but shall be performed by the contractor for concrete work.

C. The location and extent of cutting in completed concrete work and the patching thereof shall meet with the approval of the Commissioner.

3.23 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. Provide special inspections per the applicable Building Code and the requirements of all applicable ACI standards.

B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Commissioner.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test at point of discharge for each truck; additional tests when concrete consistency seems to have changed.
3. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each truck of air-entrained concrete.
4. Concrete Temperature: Test hourly when air temperature is 40 F (4 C) and below, and when 80 F (27 C) and above; and each time a set of compression test specimens made.
5. Compression Test Specimen: ASTM C 31; one set of 5 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
6. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 25 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimens tested at 7 days, three specimens tested at 28 days, and one specimens retained in reserve for later testing if



required.

1. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 2. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 3. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
7. Water Cementitious Ratio Test: Check water content of concrete in accordance with AASHTO T 318 "Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying". Frequency of this test shall be the same as that of compressive strength tests, noted above.
 8. Floor Preparation to Receive Resilient Flooring: For any concrete that receives resilient flooring, test concrete in accordance with ASTM F 710 prior to acceptance by City of New York and Commission
er.
 9. Test results will be reported in writing to Commissioner and Contractor within 24 hours after tests.

Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

1. Non Compliance: All test reports indicating non-compliance shall be faxed immediately to all parties on the test report distribution list and the hard copies submitted on different colored paper.
 2. Nondestructive Testing: Windsor probes, sonoscope, or other non-destructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
10. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure,
as directed by Commissioner. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

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Construction**

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SECTION 04 20 00

UNIT MASONRY

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES:

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the unit masonry work as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
1. Concrete block walls and partitions.
 2. Glazed brick.
 3. Metal joint reinforcing, anchors, ties, weeps, closures and related accessories for masonry.
 4. Control and expansion joints in masonry, filled with joint fillers.
 5. Thru-wall flashing.
 6. Mortar net.
 7. Chases, recesses, pockets and openings in masonry as required for installation of work by others.
 8. Building in of items furnished by others into masonry, including access doors, door frames, anchors, sleeves and inserts, and other similar items to be embedded in masonry.
 9. Grouting in of metal items built into masonry work.
 10. Protection, pointing and cleaning of masonry.

1.3 RELATED SECTIONS:

- A. Cast-in-Place Concrete - Section 033000.
B. Building insulation - Section 072100.
C. Joint Sealers - Section 079200.

1.4 SUBMITTALS

- A. Submit shop drawings for the following:



1. Anchoring details.
2. Control and expansion joint locations and details.
3. Special brick shapes.
4. Flashing at typical lintels indicating relationship of flashing to lintel hangers.

B. Submit samples of the following:

1. Each type of brick in sufficient number and color to show full range of color and shade. Submit certification that brick meets ASTM standards specified herein.
 - a. Submit samples of all special shapes required showing color range and sizes.
2. Joint reinforcing, each type, width and proposed location (labeled).
3. Anchors, wedges and ties, each type, width and proposed location (labeled).
4. Joint filler, each type.
5. Flashing, including splice sample, 12" long.
6. Mortar color, 12" long cured sample.

C. Submit technical and installation information for: the following

1. Mortar materials, each material and mortar type.
2. Certification of mortar mix.
3. Flashing material, descriptive literature.
4. Concrete block, joint reinforcing, anchors, ties and joint filler; submit manufacturer's technical and descriptive literature.
5. Block manufacturer shall submit certifications of compliance with ASTM C 90, C 331 and UL 618 prior to any job site delivery. Field sampling of concrete block may be tested by an Independent Testing Laboratory retained by the City of New York according to the requirements of ASTM C 140.

D. Construction Procedures (Submit the following)

1. Procedures and materials for cleaning masonry work; including certification that cleaner will not adversely affect stone, gaskets, sealants, etc.

1.5 QUALITY ASSURANCE

A. Conform to the following non-cumulative tolerances (any masonry work not meeting these standards shall be re-built as directed by the Commissioner).

1. Variation from the plumb:
 - a. In lines and surfaces of columns, walls and arrises:



- 1). In 10 feet 1/8"
 - 2). In any story of 25 feet maximum 1/4"
 - b. For external corners, expansion joints and other conspicuous lines:
 - 1). In any story of 25 feet maximum 1/4"
2. Variation from the level or the grades indicated on the drawings; for exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines:
 - a. In any bay or 20 feet maximum 1/4"
3. Variation of the linear building lines from established position in plan related portion of columns and partitions:
 - a. In any bay or 20 feet maximum 1/4"
4. Variation in cross-sectional dimensions of columns and in thickness of walls:
 - a. Minus 1/8"
 - b. Plus 1/8"
5. Variation in dimensions of masonry openings:
 - a. Horizontal dimension -0" + 1/16"
 - b. Vertical dimension +0" - 1/16"

B. Job Mock-Up

1. Prior to installation of masonry work, erect sample wall panel mock-up using materials, bonding patterns and joint tooling required for final work and including cavity wall, masonry sill, typical pier with returns and stone base, window unit and sill, projecting courses, anchors and reinforcement as detailed. Provide special features as directed by the Commissioner for caulking and contiguous work. Build mock-up at the site, 4' x 4' size as directed by the Commissioner, indicating the proposed range of colors, textures and workmanship to be expected in the completed work. Reconstruct mock-up if directed by the Commissioner until it meets with Commissioner's approval. Obtain Commissioner's acceptance of visual qualities of the mock-up before start of masonry work. Retain mock-up during construction as a standard for judging completed masonry work. Do not alter, move or destroy mock-up until work is completed and accepted by the Commissioner. Use sample panels to test proposed cleaning procedures after sample panel meets with Commissioner's approval.
2. Approved sample panel shall remain on view at the site until completion of face brick work.
3. Commissioner shall direct distribution of brick color and texture variation within mock-up.

C. Factory Control

1. The Commissioner reserves the right to visit the brick manufacturer's facility and review pre-sorting so that all brick falls within a color range acceptable to the Commissioner.
2. 4' x 4' mock-ups shall be constructed at the factory using the face brick specified. This mock-up, after approval of the Commissioner, shall become the quality control panel for the selected brick.



3. Prior to any shipment of the face brick from the factory, the Commissioner reserves the right to inspect the brick for the thoroughness of the pre-sorting and to reject any brick which in his opinion do not fall within acceptable color range.
- D. Work of this Section shall conform to the requirements of the following:
1. 2005 ACI 530/ASCE 5/TMS 402 Building Code Requirements for Masonry Structures.
 2. 2005 ACI 530-1/ASCE 6/TMS 602 Specifications for Masonry Structures.
- E. Pre-Construction Conference: Prior to installation of masonry and associated work, Contractor shall arrange a meeting with Masonry Subcontractor, installers of related work, and other entities concerned with masonry wall performance, including the Commissioner or Commissioner's Representative. Contractor shall record discussions and agreements and furnish copy to each participant. Provide at least seventy-two (72) hours' advance notice to participants prior to convening conference. Review methods and procedures related to masonry work, including, but not limited to, the following:
1. Review masonry requirements (drawings, specifications and other Contract Documents).
 2. Review required submittals, both completed and yet to be completed.
 3. Review and finalize construction schedule related to masonry work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 4. Review required inspection, testing, certifying and material usage accounting procedures.
 5. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.

1.6 PRODUCT HANDLING

- A. General: Deliver, store, handle and protect all materials from damage, moisture, dirt and intrusion of foreign matter. Store all masonry units and mortar materials on raised platforms and under ventilated and waterproof cover. Store packaged materials in manufacturer's unopened containers, marked with manufacturer's name and product brand name. Immediately reseal containers after partial use. Remove and replace damaged materials.
- B. Masonry Units: Pack, deliver and store to prevent breakage, cracking, chipping, spalling or other damage. Store, protect and ventilate units at project site.
- C. Aggregate: Store with provisions for good drainage.
- D. Reinforcement and Anchors: Store and protect so that when placed, joint reinforcement and anchors will be free of soil, dirt, ice, loose rust, scale, or other coatings which would destroy or reduce bond with mortar, and will not be disfigured or bent out of shape.

1.7 CODE REQUIREMENTS

- A. Work of this Section shall conform to all applicable requirements of the New York City Building Code.
 1. Concrete block shall comply with Reference Standard RS-10.

2. Concrete blocks shall be type approved by the Board of Standards and Appeals.

a. Concrete blocks used for fireproofing shall conform to New York City Building Code requirements and shall provide ratings required by the Contract Documents.

B. Fire rated masonry partitions shall have MEA number.

C. Conform to New York City Local Law 17-95 for Seismic Requirements.

1.8 TESTING FOR EFFLORESCENCE

A. Test selected face brick for efflorescence in accordance with ASTM C 67.

B. If, at the end of the test period, the samples of brick or mortar show efflorescence, the materials represented shall be rejected and new materials shall be re-tested. This process shall be repeated until no efflorescence appears. Testing shall be done by an independent testing laboratory at the expense of the Contractor; submit test results in writing to the Commissioner.

1.9 JOB CONDITIONS

A. In cold weather, when the outside temperature is below forty (40) degrees F., conform to the requirements of "Cold Weather Masonry Construction and Protection Recommendations" publication by Brick Industry Association (BIA). No anti-freeze admixtures are permitted.

B. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg. F. and above.

C. Protection of Masonry: During erection, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24" down both sides and hold cover securely in place.

2. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24" down face next to unconstructed wythe and hold cover in place.

D. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.

2. Protect sills, ledges, and projections from mortar droppings.

3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.

4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt on completed masonry.



PART II PRODUCTS

2.1 MATERIALS

A. Standard Concrete Block

1. Portland cement, ASTM C 150, Type 1, one source.
2. Aggregates, ASTM C 331, lightweight expanded shale, clay or slate aggregates, manufactured by the rotary kiln process equal to "Solite," "Norlite," or "Haydite" or approved equal.
 - a. All block shall be from one aggregate type and from one manufacturer.
3. Concrete Masonry Units: Load bearing lightweight aggregate concrete masonry units conforming to the requirements of ASTM C 90.
 - a. Block behind face brick and block for rated walls shall be 75% solid units.
 - b. All other block may be hollow units.
4. The producer of the concrete masonry units shall furnish certification from an independent testing laboratory confirming that all 8" or larger masonry units meet all of the UL 618 requirements for two (2) hours or better (as required), referencing full scale fire test reports (ASTM E 119). All 4" and 6" units shall conform to "National Bureau of Standards" and "National Research Council" full scale fire tests.
5. Sizes and Shapes: Nominal face size 8" x 16" by thickness as indicated on drawings, with stretcher units, jamb units, header units, square corner units (at ends and corners of exposed or painted work), sash units (at control joints within masonry wall), lintel units and other special shapes and sizes required to complete the work.
6. Finish: For exposed or painted block surfaces. In addition to ASTM requirements, block shall have uniformly dense, flat, fine grain texture, with no cracks, chips, spalls, or other defects which would impair appearance. For concealed CMU, surfaces shall be free from deleterious materials that would stain plaster or corrode metal.
7. Curing: All concrete block shall be steam cured, and air dried for not less than thirty (30) days before delivery.
8. Density of concrete block shall not exceed one hundred and five (105) lbs. per cubic foot.
9. Shrinkage: Shrinkage of concrete blocks shall not exceed 0.065% when tested in accordance with ASTM C 426-99.
10. Water Content
 - a. At the time of delivery to the job site, concrete masonry units shall have a value, in weight of contained water, of not more than thirty (30) percent of the fully saturated content for the unit tested.
 - b. Ship all units from the factory, and store at the job site, with all necessary protection to prevent increase of water content from rain and other sources.



B. Brick

1. Size: Unless otherwise indicated, provide modular bricks size as follows - 3-5/8" h. x 2-1/4" th. x 11-5/8" w.
2. Where brick is fully concealed provide common brick conforming to ASTM C 62, Grade SW.
3. Provide all special molded shapes as indicated on the drawings.
4. For sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view, provide uncured units with all exposed surfaces finished.
5. Glazed Brick: To match Commissioner's sample.

C. Joint Reinforcing for Masonry Walls

1. Seismic Construction: For anchoring face brick to CMU back-up provide No. 280 "S.I.S. Dub'l Loop-Lock Ladder Seismiclip Interlock System" made by Hohmann & Barnard or equal by manufacturer noted below. All wire used in assembly shall be 3/16" dia. Assembly shall contain ladder reinforcing, welded loops, box tie, seismiclip and continuous wire in face brick mortar joint. Provide special formed prefabricated pieces at corners and intersections of walls or partitions. Reinforcing wire in face brick mortar joint to extend at least 2" into face of brick. Show anchor locations on approved shop drawings.
 - a. Reinforcing assembly shall be hot dip galvanized steel finish conforming to ASTM A 153 with zinc coating of 1.5 oz. of zinc per sq. ft. after fabrication.
2. For interior block walls and partitions, provide standard reinforcing fabricated of 9 ga. side and cross rods, truss or ladder design, no ties, spaced every other block course. Provide prefabricated pieces at corners and intersections of walls or partitions. Reinforcing shall be mill galvanized conforming to ASTM A 641, Class B-1, applied after fabrication.
3. Wire used in assemblies noted above shall be cold drawn steel wire conforming to ASTM A 82.
4. Joint Reinforcing Manufacturers
 - a. Hohmann & Barnard
 - b. Dur-O-Wal
 - c. Heckmann Building Products
 - d. National Wire Products Industries, Inc.
 - e. Or approved equal.

D. Anchors and Ties

1. Dovetail Anchor Slots: Galvanized steel equal to No. 305 anchor slot made by Hohmann & Barnard or approved equal by manufacturer noted above.
2. Flexible Metal Ties for Dovetail Anchor Slots: Galvanized steel, 16 gauge by 1" wide.
3. Wire Mesh: Galvanized sixteen (16) gauge steel wire, 1/4" square mesh, width 1/2" less than wall thickness, by length to suit condition.



4. For anchoring face brick to concrete back-up where there are no dovetail slots provided, provide Type NWTC "Pos-I-Tie" zinc cast unit with five (5) gauge hot dip galvanized steel wire tie made by Heckmann Building Products (ASTM A 153, Class B-1) or approved equal by manufacturer noted above.
 5. For anchoring CMU wall, at the exterior masonry cavity wall, to the underside of the concrete beam provide dovetail slot as noted above with No. PTA-310 galvanized steel dowel anchor and No. NS-TA joint filler as manufactured by Hohmann & Barnard or approved equal manufacturer noted above. Galvanizing to conform to ASTM A 153, Class B-1.
 6. For anchoring masonry to structural steel, provide hot-dip galvanized steel anchors as listed made by Hohmann & Barnard or approved equal by manufacturer noted above. Galvanizing shall conform to ASTM A 153, with zinc coating of 1.5 oz. of zinc per sq. ft.
 - a. No. 355 column anchors.
 - b. No. 356 column anchors.
 - c. No. 357 beam anchors.
 - d. No. 359 F anchor straps with VBT tie.
 7. For anchoring CMU interior partitions to underside of steel beams, provide hot-dip galvanized steel tube anchor equal to No. PTA-420 made by Hohmann & Barnard or approved equal by manufacturer noted above.
 8. For anchoring CMU interior partitions to underside of structural deck, provide 4" x 4" x 1/4" galvanized steel angles (ASTM A 36), 3'-0" long spaced 3'-0" o.c. alternately on each side of partition. Anchor partition securely to structural deck
- E. Reinforcing Bars and Rods: ASTM A 615, Grade 60. See Drawings for size.
- F. Control and Expansion Joint Fillers
1. Vertical Installation Within Concrete Masonry Wall: Extruded high grade neoprene rubber, cross shape, for use with concrete masonry sash units, which shall provide a force fit in the grooves of the sash block, and shall have 1/2" diameter tubular ends (compressed 25% when installed in 3/8" wide joint).
 - a. Provide the following sizes:
 - 1). 2-5/8" wide control joint fillers for 4" block walls.
 - 2). 4-5/8" wide for 6" block walls.
 - 3). 6-5/8" wide for 8", 10" and 12" block walls.
 - b. Provide backer rod and sealant joint over joint filler as per drawings and Section 079200 of these specifications.
 2. Isolation Joint Filler at Abutting Construction and at Intersecting CMU Walls: Compressible and resilient closed cell neoprene gasket with pressure sensitive adhesive backing, thickness 30% greater than thickness of joint. Recess joint filler and install backer rod and sealant as per drawings and Section 079200 of these specifications.



3. Within Face Brick: Provide "Emseal" installed to twenty-five (25) percent compression, as manufactured by Emseal or equal by Willseal, Schul or approved equal, behind filler rod and sealant installed by Section 079200. Filler depth shall be 2 x joint width.
4. Provide compressible filler between top of brick and bottom of shelf angle.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type 1, standard color, one source.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Sand: Clean, washed, buff colored sand, graded per ASTM C 144.
- D. Water: Clean, fresh and suitable for drinking.

2.3 MORTAR MIX

- A. Exterior Face Brick Construction: Mortar mixes shall meet ASTM C 270, Type N, cement/lime mortar. Colors of mortars shall use coloring agent made by Davis Colors, Lehigh Cement or approved equal. Color of mortar to meet with Commissioner's approval. The Contractor may use pre-packaged colored mortar equal to "Color Mortar Blend" made by Glen-Gery.
 1. Color of mortar must meet with Commissioner's approved sample and mock-up panel.
- B. Exterior Block Back-Up Construction: Provide Portland cement/lime mortar as noted above conforming to ASTM C 270, Type N.
- C. Interior Masonry Construction: Provide Portland cement/lime mortar conforming to ASTM C 270, Type N, for load bearing conditions, mortar shall conform to ASTM C 270, Type M.
- D. Mortar for Cement Cants: One (1) part Portland cement and four (4) parts sand, by volume.
- E. Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of unit masonry. Use grout of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.
- F. Mixing
 1. General: Add cement just before mixing and mix dry. Use sufficient amount of water as necessary to produce workable mix. Mix in small batches to make plastic mass.
 2. Mixing: Machine mix all mortars in approved type mixer with device to accurately and uniformly control water. Add hydrated lime dry. Mix dry materials not less than two (2) minutes. Add water, then mix not less than three (3) minutes. Mix only amount of mortar that can be used before initial set. Do not use mortar which has reached its initial set or two (2) hours after initial mixing, whichever comes earlier. Mortar may not be re-tempered. Clean mixer for each batch, whenever mortar type is changed, and at end of each day's work.
 3. Acceleration or other admixtures not permitted.



4. Mortar shall have a flow after suction of not less than seventy-five (75) percent of that immediately after mixing as determined by ASTM C 91.

G. Admixtures

1. No air-entraining admixtures or cementitious materials containing air-entraining admixtures shall be used in the mortar.
2. No antifreeze compounds or other substances shall be used in the mortar to lower the freezing point.
3. Calcium chloride or admixtures containing calcium chloride shall not be used in mortar.

2.4 WEEP HOLES

- A. Provide clear plastic weep holes 3/8" wide and 1-1/2" high by four (4) inches long equal to No. 342 made by Hohmann & Barnard or approved equal manufacturer listed above.

2.5 THRU-WALL FLASHING

- A. Provide 40 mil rubber sheet membrane flashing shall be part of air barrier system specified in Section 072700. Provide sealants and tapes as recommended by the manufacturer. Provide preformed corner sections "end dams" with system when flashing is discontinuous.
1. Provide flashing for surface adhered applications at sheathed areas with 26 ga. stainless steel termination bar.
 2. Wall flashing shall have 26 ga. stainless steel drip edge adhered to edge of flashing, drip edge shall be set in sealant as specified in Section 079200.

2.6 MORTAR NET

- A. Provide 10" high HDPE "Mortar Net" open mesh mortar net of width to fit masonry cavity shown on drawings, manufactured by Hohmann & Barnard, or equal "Mortar Maze," made by Advanced Building Products.

PART III EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection

1. Prior to all 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. Verify that masonry may be completed in accordance with all pertinent codes and regulations, the referenced standards, and the original design.
3. Do not start any work until mock-ups are approved by the Commissioner.

B. Discrepancies

1. In the event of discrepancy, immediately notify the Commissioner in writing.



2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 COORDINATION

- A. Carefully coordinate with all other trades to ensure proper and adequate interface of the work of other trades with the work of this Section.

3.3 PREPARATION

- A. Brick
 1. Wet brick having ASTM C 67 absorption rates greater than 30 grams per 30 square inches.
 2. Except for absorbent units specified to be wetted, lay masonry units dry.
- B. Concrete Block: Do not wet concrete block units.

3.4 INSTALLATION

- A. General
 1. Build walls to the full thickness shown. Build single wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown.
 2. Build chases and recesses as shown or required for the work of other trades.
 3. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.
 4. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to properly locate openings, movement type joints, returns and off-sets. Avoid the use of less than half size units at corners, jambs and wherever possible.
 5. Lay up walls plumb and true with courses level, accurately spaced and coordinated with other work.
 6. Provide templates made of steel studs for plumbing of two story masonry openings.
 7. Pattern Bond: Lay exposed masonry patterns as noted on drawings. If not shown, provide running bond. Lay concealed concrete block with all units in a wythe bonded by lapping not less than two (2) inches. Bond and interlock each course of each wythe at corners. Do not use units of less than four (4) inches horizontal face dimensions at corners or jambs.
 8. Where possible, masonry walls and partitions shall be built after all overhead ducts, pipes and conduits are in place and tested. Masonry shall be neatly built around the items above. Walls and partitions shall be plumb, true to line and free from defects such as open cells, voids, dry joints and other similar defects. In rooms and spaces scheduled to have concrete block finish, all such surfaces including upper wall surfaces up to termination of structural ceiling in spaces without suspended ceilings, shall be made suitable for paint application. Cutting of openings in walls and partitions in place shall be done only with the approval of the Commissioner.
- B. Mortar Bedding and Jointing



1. All joints between bricks shall be completely filled with mortar. Bed joints shall be beveled per IMI recommendations, with the brick then shoved in place. At cavity wall construction, care shall be taken that no excess mortar goes into masonry cavity. Cross joints shall be formed by applying a full coat of mortar to the entire end or the entire side, as the case requires, and then shoving the mortar covered end and/or side of the brick tightly against the bricks previously laid; the practice of buttering the corners of brick and then throwing mortar scrapings into the empty joints will not be permitted. All brick shall be laid without disturbing the brick previously laid. Dry or butt joints will not be permitted. Grouting shall be done only as necessary. Do not slush head joints.
 2. Lay concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on exterior walls and in all courses of piers, columns and pilasters, where solid CMU is used and where adjacent to cells or cavities to be reinforced or filled with concrete or grout.
 - a. To ensure alignment of brick and block coursing, adjust block back-up by cutting block to insure alignment of coursing or use adjustable anchorage.
 3. Lay masonry walls with 3/8" joints unless otherwise shown on drawings.
 4. Tool exposed joints slightly concave. Concealed joints shall be struck flush.
 5. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.
- C. Stopping and Resuming Work: Rake back 1/2 brick length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.
- D. Built-In Work
1. As the work progresses, build in items specified under this and other Sections of these specifications. Fill in solidly with masonry around built-in items.
 2. Mortar in door frames, access doors, louvers and other metal items embedded or built into masonry work solidly with mortar as the masonry units are laid up.
 3. Grout under lintels, bearing plates, and steel bearing on masonry with solid bed grout.
 4. Sleeves, pipes, ducts and all other items which pass through masonry walls shall be caulked with interior grade sealant meeting requirements of Section 079200, so as to be air tight and prevent air leakage.
 5. Fill vertical cells of masonry units solid with grout which have anchoring, reinforcing rods, supporting or hanging devices embedded in the cell including stone anchors and window or curtain wall anchors.
 6. Fill vertical cells of masonry units solid with mortar on each side of door frames to sixteen (16) inches beyond.



7. Unless otherwise noted, fill vertical cells of masonry units solid with grout which are below steel bearing plates, steel beams, and ends of lintels, to eight (8) inches beyond bearing and from floor to bearing.
8. Place wire mesh in horizontal joint below masonry unit cells to be filled with mortar, to prevent mortar from dropping into unfilled cells below.
9. Masonry indicated as being reinforced shall have all voids filled solid with grout. Grout shall be consolidated in place by vibration or other methods which insure complete filling of cells. When the least clear dimension of the grouted cell is less than two (2) inches, the maximum height of grout pour shall not exceed twelve (12) inches. When the least clear dimension is two (2) inches or more, maximum height of grout pour shall not exceed forty-eight (48) inches. When grouting is stopped for one (1) hour or longer, the grout pour shall be stopped 1-1/2" below the top of a masonry unit. Vertical bar reinforcing shall be accurately placed and held in position while being grouted, and shall be in place before grouting starts. All such reinforcing shall have a minimum clear cover of 5/8". Lap all bars a minimum of forty (40) bar diameters and provide steel spacer ties (not to exceed 192 bar diameter) to secure and position all vertical steel and prevent displacement during grouting. Provide continuous horizontal reinforcement embedded in mortar joints every second course.

E. Cutting and Patching

1. All exposed masonry which requires cutting or fitting shall be cut accurately to size with motorized carborundum or diamond saw, producing cut edges.
2. Do not saw cut any masonry openings in face brick construction without Commissioner's approval and after a procedure has been reviewed and approved.
3. Holes made in exposed masonry units for attachment of handrail brackets and similar items shall be neatly drilled to proper size.
4. All masonry which requires patching in exposed work, if approved by Commissioner, shall be patched neatly with mortar to match appearance of masonry as closely as possible and to the Commissioner's satisfaction. Rake back joints and use pointing mortar to match as required.

F. Solid Wall Construction

1. Fill the vertical longitudinal joint between wythes solidly with mortar by parging the in-place wythe and shoving units into the parging.
2. Tie wythes with continuous horizontal reinforcement embedded in mortar joints sixteen (16) inches o.c. vertically.

G. Cavity Walls

1. All exterior masonry walls, unless otherwise indicated, shall be cavity walls of thickness indicated.
2. Two wythes of masonry cavity walls shall be securely tied together by horizontal joint reinforcement and ties anchored to reinforcement, as herein specified, spaced every other block course.
 - a. Where cavity back-up is concrete use ties specified herein spaced sixteen (16) inches o.c. both directions.



3. Cavity between facing and backing wythe shall be kept clean and clear of all mortar droppings, and no mortar ledges shall project into the cavity. Temporary wood strips, cut to width of cavity and fitted with lift-up wires, shall be laid on the joint reinforcement and carefully lifted out before placement of the next layer of reinforcement. Any projecting mortar shall be spread over the back of the outer wythe immediately following the setting of the masonry unit.
 - a. Mortar net shall be installed at the bottom of each cavity over the flashing to protect weep holes.
4. At cavity and solid walls adjacent to window openings fill block solid with mortar where window anchors are to be located. Coordinate with window subcontractor.
5. Concrete block back-up at cavity wall construction shall be anchored to slab at top with dovetail anchors spaced sixteen (16) inches o.c.
6. Anchor CMU back-up with anchors as specified herein.
7. Refer to Section 072100 - Thermal Insulation for material and installation of cavity wall insulation.

H. Interior Block Partitions

1. Build to full height unless otherwise shown on drawings.
 - a. At non-rated partitions fill void between CMU and structural deck with continuous neoprene filler; closed cell neoprene Type NN-1 conforming to ASTM D1056, grade 1, high performance, as manufactured by Williams Products Inc., or equal made by D. S. Brown, Norton or approved equal.
2. Provide continuous horizontal joint reinforcing every other block course, except as otherwise noted. Fully embed longitudinal side rods in mortar for their entire length with a minimum cover of 5/8". Lap reinforcement a minimum of six (6) inches at ends of units.
3. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.
4. Corners
 - a. Provide interlocking masonry unit bond in each course at corners.
 - b. Provide continuity at corners with prefabricated "L" reinforcement units, in addition to masonry bonding.
5. Intersecting and Abutting Walls
 - a. Unless vertical control joints are shown as part of structural frame, provide interlocking masonry bond. Provide starters and special shapes as shown on the drawings to bond these walls.
 - b. In addition to masonry bonding, provide horizontal reinforcement using prefabricated "T" units at interior partitions.

I. Ties and Anchors for Masonry Construction



1. Provide ties and anchors as shown or specified, but not less than one metal tie, spaced not to exceed sixteen (16) inches o.c. horizontally and/or vertically. Provide additional ties within 1'-0" of all openings and spaced not more than 24" apart around perimeter of openings.
2. Anchor masonry to structure complying with the following:
 - a. Provide an open space not less than 1/2" in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.

J. Control and Expansion Joints

1. Provide vertical expansion, control and isolation joints in masonry as shown. Build in related items as the masonry work progresses.
2. CMU Control Joint Spacing: If location of control joints is not shown, place vertical joints spaced not to exceed 20'-0" o.c. In addition, locate joints at points of natural weakness in the masonry work, including the following:
 - a. At structural column or joint between bay.
 - b. Above control joints in the supporting structure.
 - c. Above major openings at end of lintels upward and below at ends of sills downward. Place at one side of jamb for openings not less than 7'-0" wide and at both sides for openings over 6'-0" wide.
 - d. At reduction of wall thickness.
 - e. Where masonry abuts supporting structure.
 - f. If additional joints are required, indicate same on approved shop drawings.
3. Brick Veneer Expansion Joint Spacing: Vertical expansion joints in brick veneer construction shall be located maximum 25'-0" o.c. unless otherwise noted in addition to expansion joints located within 2'-0" of each corner of the building.

K. Lintels

1. Install loose steel lintels furnished by Section 055000, allowing eight (8) inch bearing at ends.
2. For concrete block walls, use specially formed U-shaped concrete block lintel units with reinforcing bars in accordance with the following table, filled with grout.

Number and Size of Reinforcing Bars Required at Concrete Block Lintels		
Maximum Clearance Span	Wall Width	Rebar No. - Size
2'-0" to 6'-0" 6'-0" to 8'-0"	6"	2 - #3 2 - #4
2'-0" to 6'-0" 6'-0" to 8'-0"	8"	2 - #3 2 - #4



2'-0" to 6'-0" 6'-0" to 8'-0"	12"	3 - #3 3 - #4
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3.5 FLASHING/WEEP HOLES

- A. General: Install embedded flashing and weep holes in masonry at relieving angles, shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated. Space weeps 16" o.c. unless otherwise shown on drawings.
- B. Prepare masonry surfaces so that they are smooth and free from projections that could puncture flashing.
- C. Flashing shall be placed, generally, at bottoms of cavity wall construction, over all wall openings, window jambs, at sills of window, and in other locations where indicated on the drawings. At bottoms of cavity walls, the flashing shall be built extending from the exterior face of the brick, up and into the mortar joint 2" at the inner wythe of the CMU back-up; at sheathed areas attached with pressure bar. At concrete spandrel beams and columns the flashing shall be installed with a termination bar. Extreme care shall be exercised in placing the masonry materials not to damage the flashing. Flashing damaged during the masonry erection shall be repaired or replaced by the Contractor at no additional cost to the City of New York. Provide end dams where flashing is discontinuous.
- D. When spanning an air space, flashing shall be supported with a mortar wash, insulation or treated wood blocking.
- E. Where flashing is penetrated by anchors, patch flashings at penetration using adhesive and mastic recommended by the manufacturer to insure watertight seal.
- F. Install flashing in accordance with manufacturer's instructions, using adhesive, primer, thinner, cleaner and mastic as recommended by flashing manufacturer.
- G. Provide drip edge when flashing extends beyond face of brick.

3.6 CLEANING, PROTECTION, ADJUSTMENT

- A. Protection
 - 1. The Contractor shall take adequate precautions for the protection of all surfaces against mortar spatter, and shall immediately remove any such spatter should it inadvertently occur, leaving no stain or discoloration.
 - 2. Excess mortar shall be wiped off the masonry surfaces as the work progresses.
 - 3. Wood coverings shall be placed over all such masonry surfaces as are likely to be damaged during the progress of the entire project.
 - 4. Protective measures shall be performed in a manner satisfactory to the Commissioner.
 - 5. Damaged masonry units shall be replaced to satisfaction of the Commissioner.
 - 6. Exterior masonry walls shall be draped with waterproof covering until copings are in place, to prevent water penetration in cavity.



- B. Clean-Up: Upon completion, all exposed masonry shall be thoroughly cleaned following recommendations of the IMI Technical Note No. 20. Before applying any cleaning agent to the entire wall, it shall be applied to a sample wall area of approximately 4' x 4' in a location approved by the Commissioner. No further cleaning work may proceed until the sample area has been approved by the Commissioner, after which time the same cleaning materials and method shall be used on the remaining wall area. If stiff brushes and water do not suffice, the surface shall be thoroughly saturated with clear water and then scrubbed with a solution of an approved detergent masonry cleaner, equal to "Vana Trol" made by ProSoCo Inc. or equal made by Diedrich or approved equal, mixed as per manufacturer's directions, followed immediately by a thorough rinsing with clear water. All lintels and other corrodible parts shall be thoroughly protected during cleaning.
- C. Pointing: Point any defective joint with mortar identical with that specified for that joint.

END OF SECTION 04 20 00



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SECTION 05 12 00

STRUCTURAL STEEL FRAMING

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. Section includes but is not limited to the following as shown on the drawings and as specified herein:
1. Furnish and deliver for installation by others, anchor bolts, bearing plates and loose lintels with complete instructions and templates to facilitate installation.
 2. Furnish and erect all struts, columns, bearing plates, beams, steel trusses, girders, bracing, hangers and all related connections (bolted and welded).
 3. Openings (unreinforced and reinforced) in structural steel to accommodate mechanical and electrical work.
 4. Shop painting and field touch-up painting.
 5. Erection bracing and supports, including steel wedges, shims or nuts required for leveling base plates.
 6. Lintels and angles attached to structural steel as shown on drawings.
 7. Unless specifically excluded, furnish and install all other items for structural steel work indicated on the drawings, specified, or obviously needed to make the work of this Section complete.
- B. Related Requirements:
1. DDC General Conditions
 2. Division 03 Section "Cast in Place Concrete"
 3. Division 04 Section "Unit Masonry"
 5. Division 05 Section "Metal Deck."
 6. Division 07 Section "Joint Sealants."
- C. Related Work Specified Elsewhere
1. Installation of anchor bolts furnished under this section.
 2. Grout under base and bearing plates.
 3. Installation of loose lintels furnished under this section.
 4. Miscellaneous metal work
 5. Light gage metal roof trusses.



6. Stair framing and hangers.
7. Field painting of structural steel, except as specified herein.
8. Fireproofing systems.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.
- C. Heavy Sections: Rolled and built-up sections as follows:
 1. Shapes included in ASTM A 6/A 6M with flanges thicker than 1-1/2 inches .
 2. Welded built-up members with plates thicker than 2 inches .
 3. Column base plates thicker than 2 inches .
- D. Protected Zone: Structural members or portions of structural members indicated as "Protected Zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.
- E. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.4 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of all connections required by the drawings to be completed by structural steel fabricator (including comprehensive engineering analysis by a qualified professional engineer) to withstand loads indicated and comply with other information and restrictions indicated, unless noted otherwise.
 1. Select and complete connections using schematic details indicated and AISC 360.
 2. Use design method indicated on structural drawings.
 3. Moment Connections: Fully restrained unless otherwise noted on drawings.
- B. Lateral Framing Resisting System: Type used is indicated on structural drawings.

1.5 SUBMITTALS

- A. Product Data: Submit data for each type of product indicated in the contract documents.
- B. Shop Drawings: Submit shop drawings in accordance with the specifications as follows:
 1. Show clearly all work, including relationship of structural steel to the adjacent work of other trades and to significant lines of finishes of other trades.
 2. Do not fabricate or deliver work to the site before drawings reviewed by the Commissioner have been returned.



3. Before preparing steel shop drawings, submit proposed submittal schedule for review by Commissioner.
4. Before preparing steel shop drawings, submit for review a set of job standards showing all necessary joint details with full particulars of connection pieces, shop and field welds, and holes for erection bolts and permanent bolts. These shall include any moment and shear connections. Appropriate marks for designating all types and sizes of joint details shall be included. After approval of these job standards, the erection plans are to be submitted and shall be marked to indicate unmistakably the type and size of joint to be used for every beam connection. Do not order steel in advance of approval of the job standards and the erection plans with joint marks, except at own risk
5. Submit calculations for design of connections on job standards and all other connections such as moment and brace frames. Calculations shall be signed and sealed by a Professional Engineer licensed in the state in which the project is located.
6. Prepare remainder of steel shop drawings after approval of job standards and erection plans. Drawings submitted prior to approval of job standards will be returned without review.
7. Prepare shop drawings in conformance with the applicable procedures shown in "Detailing for Steel Construction," latest edition, published by AISC. Prepare shop drawings under the supervision of competent engineering personnel, licensed by the state in which the construction is to take place. During the preparation of shop drawings, and prior to submittal, coordinate and cross check all shop drawings, including those prepared by subcontractors, for compliance with the Contract Documents.
8. Indicate clearly the size and grade of steel for each component. Identify rolled shapes, tubes and plates by using the standard designations used in "Steel Construction Manual" Latest Edition, by AISC.
9. Indicate welds and nondestructive tests by using the symbols conforming to AWS A2.4 "Symbols for Welding and Nondestructive Testing." Where necessary for clarity, indicate welding procedure designations or other data in the tail of the welding symbol.
10. Show explicitly the type of connection used in each location, the grade, size, and number of bolts; the type, number, position, designation and orientation of each washer; and the size of each hole, whether slotted or round. Ensure that adequate wrench clearance for correct bolt tightening is provided and note special bolt tightening sequences where applicable and necessary.
11. Show all camber dimensions in the shop drawings. Where specific camber is not shown in the drawings, note on each affected shop drawing that such members are to be fabricated with the natural camber up.
12. Show holes required for securing work specified in other sections to structural steelwork, as well as all holes required for passage through structural steelwork of work of other trades. Provide field work drawings for all such holes not shown in shop or erection drawings. Addition of, or change in size or location of openings will not be permitted without prior approval.
13. Use bolted connections wherever possible; avoid field welding unless otherwise noted on drawings.
14. Make details in such a way as to avoid having steel, connections, bracing, bolts, etc., interfere with architectural details or in any way reduce the areas of shafts, openings, clearances, etc.
15. Detail and schedule cleaning and painting data and requirements, including specific indication of
16. Show clearly the size and location of each member and the erection mark assigned to each member. Show each field connection with all data and details necessary for assembling the structure. Direct special attention to the possible need for special guying, bracing, or shoring to prevent deformation of existing or new structure due to stresses caused by erection procedures and equipment, by construction loadings, and by forces of natural phenomena.
17. Prepare, keep up-to-date, and submit a complete drawing index cross-referencing each assigned piece mark with the drawing number in which the piece is detailed. Detail drawings submitted without an up-to-date index and the applicable erection drawing(s) showing the location of each piece will be



- deemed an incomplete submission and will not be accepted as subject to any agreed shop drawing review schedule.
18. Prepare anchor bolt and base plate erection drawings containing complete location and placing details, including details of all templates. Provide anchor bolt erection drawings to the concrete trade in advance of applicable concrete work and in coordination with concrete construction sequence.
 19. Submit, in writing, any proposed deviations from the Contract Documents, prior to the submission of shop drawings showing the proposed deviation. Submit requests for deviations on the steelwork subcontractor's letterhead. Deviations not identified, or identified only in letters of transmittal or in shop drawings or both, without the required written request, may not be accepted, and shall be sufficient cause for the Commissioner to return each shop drawing containing such deviations without further action. Acceptance of shop drawings containing deviations not detected by the Commissioner during shop drawing review shall not relieve the steelwork subcontractor from responsibility to conform strictly to the Contract Documents.
 20. Prior to resubmission of shop drawings with additions or corrections, circle or bubble and identify all changes. Drawings submitted without each change being clearly identified are subject to return for resubmission.
 21. Prior to making shop drawings for any portion of the work involving alterations to an existing structure, make all necessary field observations, measurements and surveys of existing conditions. If probes are required to accomplish such measurements, give timely notice where probes will be required.
- C. Submit certified copies of each survey conducted by a surveyor licensed by the state in which the construction is to take place and employed by the structural steel subcontractor. Survey shall show elevations and locations of base plates and anchor bolts to receive structural steel, and final elevations and locations for major members. Indicate discrepancies between actual installation and Contract Documents.
- D. Reports:
1. Submit certified copies of mill test reports for all steel furnished. Perform mechanical and chemical tests for all material regardless of thickness or use.
 2. Submit certification of recycled steel content. Certification shall clearly indicate post-consumer AND post-industrial recycled steel content for the particular member or members used.
 3. Submit mill and fabricator certification of compliance with ISO14001.
 4. Submit anchor bolt checking certification as required.
 5. Submit qualification certificates of all welders who will perform work on the project.
 6. Submit survey of erected steelwork as required.
- E. Submit verification of bio-degradable or low VOC, and low Hazardous Air Pollutants (HAPS) cleaning solutions. Provide a cut sheet for all cleaning solutions used in the surface preparation of steel components. Highlight VOC limits and chemical component limits.

1.6 QUALITY ASSURANCE

- A. Except as modified by this specification, comply with the applicable provisions and recommendations of the following codes and standards:
1. New York City Building Code, Latest Edition



2. AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".
3. AISC "Code of Standard Practice for Steel Buildings and Bridges" latest edition.
4. AISC "Seismic Provisions for Structural Steel Buildings", latest edition.
5. Industrial Fasteners Institute "Handbook of Bolt and Bolted Joints" latest edition.
6. RCSC "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."
7. ASTM Standards as applicable in the building code of the local jurisdiction and as noted in this specification.
8. AWS D1.1, "Structural Welding Code."
9. AWS A5.18 & A5.28, Structural Welding Code for GMAW
10. SSPC "Painting Manual, Volume 2, Systems and Specifications.", Latest edition.

B. Qualifications for welding work shall be as follows:

1. Qualify welding procedures and welding operators in accordance with the AWS "Standard Qualification Procedure."
 - a. Include amended requirements of the building code as noted above.
2. Submit certification that all welders to be employed in work are AWS qualified. If re-certification of welders is required, retesting will be responsibility of structural steel subcontractor.
 - a. Include licensing requirements as per the building code noted above and local jurisdiction.

1.7 TESTING AND INSPECTION

- A. Special Inspection as required by the applicable Building Code of all structural steelwork in the shop and field will be performed by an inspection agency retained by the City of New York and Commissioner at no expense to the Contractor. The inspection agency shall work under the direction of the City of New York and Commissioner. Contractor shall provide the inspection agency with the following:
1. Schedule of all work in both shop and field with at least ten days' written notice before commencement of either activity.
 2. A complete set of approved shop and erection drawings.
 3. Cutting lists, order sheets, material bills, shipping bills and mill test reports.
 4. Information as to time and place of all rollings and shipment of material to shops.
 5. Representative sample pieces as requested by the testing agency.
 6. Full and ample means and assistance for testing all material.
 7. Proper facilities, including scaffolding, temporary work platforms, etc., for inspection of the work in the mills, shop and field.
- B. Each person installing connections shall be assigned an identifying symbol or mark and all shop and field connections shall be so identified so that the inspector can refer back to the person making the connection.
- C. The following minimum criteria shall be adhered to in testing of welds and bolts:
1. All welds and bolts shall be examined by visual means.



2. 25% of all welds, selected randomly, shall be measured.
 3. 25% of all bolts, selected randomly, shall be checked with calibrated torque wrench.
 4. In addition, all welds subject to tensile stress shall be examined by the Ultrasonic Method for 100% of their length.
 5. 10% of all manual fillet welds shall be tested by the magnetic particle method.
 6. 1'-0" at each end of automatic fillet welds shall be tested by the magnetic particle method.
 7. 100% of groove welds shall be tested by the ultrasonic method.
- D. Shop inspection will include examination of steel for straightness and alignment, fissures, mill scale, and other defects and deformities, as described in ASTM A6, examination of fabricated pieces for conforming to approved shop drawings, testing of bolts and welds, and inspection of shop painting. All shop welds shall be visually inspected and spot tested using Ultrasonic Method ASTM E 114 and AWS, Chapter 6, Part C. All inspected welds shall be identified by the inspector.
- E. Field inspection will include examination of erected steel for welding, proper fitting and tensioning of bolts, alignment, trueness and plumbness, touching-up of shop coat, level of billets and base plates.
- F. Inspection of welding will be such as to assure that the work is within the quality requirements specified below and elsewhere in this section of the specifications and will include:
1. Ascertainment that the electrodes and flux used for the SAW, GMAW and FCAW welding processes conform to the requirements of this section of the specifications.
 2. Ascertainment that the approved welding procedures and sequence are followed without deviation, unless specific approval for change is obtained from the Commissioner.
 3. The testing agency shall be prepared to utilize the following approved methods of testing:
 - a. Liquid penetrant inspection: ASTM E 165.
 - b. Magnetic particle: ASTM E 1444.
 - c. Radiographic inspection: ASTM E 94 and E 1032.
 - d. Ultrasonic inspection: ASTM E 114 and AWS, Chapter 6, Section C.
- G. When defects are revealed, additional inspection by whatever method is deemed necessary by the inspector, shall be performed to the extent necessary to assure that the full amount of defect has been located. No further work shall be done on the assembly or sub-assembly in question until all the necessary corrections have been made. Defects shall be repaired, using the same welding procedure that was used initially in making the weld, unless otherwise approved by the Commissioner. Inspection of the repaired weld shall be by the same method that was used to reveal the defect. A second repair of a defective area shall not be made without approval of the Commissioner.
- H. Apparatus and procedure for measuring torque and tension in high strength bolts and for calibrating wrenches shall be furnished and maintained by steel contractor, and shall be approved by the inspection agency. Wrenches shall be calibrated each day at the beginning of the work, each time the bolt size or length of pressure hose is changed, and at such other times as the inspection agency may direct. Periodic checks of high strength steel bolt connections will be made in the field by the inspection agency. The steel contractor shall maintain at all times during erection a manual torque wrench, and shall provide a laborer and scaffolding as required for the testing of connections by the inspection agency, and shall at his own expense, furnish such facilities and provide such assistance as may be required for proper inspection.



- I. A distinguishing mark will be placed on all work that has been inspected and approved. Material or work that is not acceptable will be designated by words such as "REJECT" or "REPAIR" marked directly on the material or work.
- J. Inspection of Shop Painting:
 - 1. Visually evaluate surface preparation by comparison with pictorial standards in accordance with SSPC-Vis 1.
 - 2. Measure dry film thickness of each coat with a magnetic film thickness gauge in accordance with SSPC-PA 2.
 - 3. Visually inspect dried film for runs, sags, dry spray, overspray and missed areas.
 - 4. Repair defective or damaged areas in accordance with painting requirements specified. Architecturally exposed structural steel shall be free of runs and holidays. Make repairs to shop or field coat as directed.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work. Minimize the disturbances to site and soil conditions.
- B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete, in ample time not to delay work.
- C. Store materials to permit easy access for inspection and identification. Keep steel members in a safe, dry, off ground location, using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration, discoloration or staining.
- D. Do not store materials on structure in a manner that might cause distortion or damage to members of supporting structures. Repair or replace damaged materials or structures as directed.

1.9 PROJECT CONDITIONS

- A. The structural steel contractor shall coordinate the structural steel work with the work of other Trades. Verify all dimensions and details of this Trade and those of other Trades that affect the work before proceeding. Any discrepancies shall be immediately reported to the Commissioner.
- B. Be fully responsible for the accurate installation of the work. Any discrepancy which arises from his failure to execute the work in conformity to the drawings and specifications shall be properly remedied at the contractor's own expense and in a manner acceptable to the Commissioner.
- C. Locate dimensionally on setting plans all anchor bolts, inserts, bearing and base plates, etc., and prepare and deliver all required templates and fully dimensioned setting plans in time for the proper execution of the work. Anchor bolts shall be set by another subcontractor. The structural steel contractor shall check all such settings for correctness after they have been cast in place, and before proceeding with erection work.
- D. Report to the Commissioner and certify compliance with the above checking requirements in writing and



indicate any inaccuracies found in the location of anchor bolts or inserts, and corrections which must be made to their installation. Any inaccuracies not included in the report and found during or after steel erection shall be the responsibility of the structural steel contractor and the cost of corrective measures shall be borne by the structural steel contractor.

- E. Use base lines, bench marks, or other standards for survey work that have been provided or verified by others. If permanent building bench marks have been established, these will be used for field checking.
- F. Coordinate with all other trades to insure that work of this section does not cause undue conflict. Insure that location of erection devices such as cranes, derricks, booms or hoists, does not cause over-stresses to steel frame to work previously placed by other trades or to existing structures. When required, retain the services of a licensed professional engineer to ascertain that erection devices do not create unsafe conditions or cause overstresses.
- G. Ensure full co-ordination with other related trades and professions.

1.10 SUBSTITUTION

- A. Commissioner reserves the right to require substitute shapes of other sizes than those indicated on the drawings when it is apparent that the shapes specified cannot be furnished within the time required for the progress of construction. Make said substitutions without additional cost to the City of New York and Commissioner.

PART II - PRODUCTS

2.1 MATERIALS

- A. Steel shapes, including structural steel wide flange and structural tee rolled shapes, channels, angles, plates, pipe, and hollow structural sections: As noted on structural drawings.
- B. High Strength Bolts:
 - 1. Slip-critical bolts as noted on structural drawings, with hardened washers. Faying surfaces shall be Class A unless otherwise noted.
- C. Anchor Bolts: As noted on structural drawings
- D. Filler metal for welding electrodes. As noted on structural drawings.
- E. Structural steel primer paint: rust inhibitive primer conforms to the following criteria
 - 1. Coordinate all paint requirements with specification section 099000.
 - 2. Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
 - 3. Demonstrate a minimum opacity as determined by ASTM D 2805
 - 4. Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
 - 5. "Slip Critical" compatible rating where applicable
 - 6. The product shall not contain any of the prohibited compounds as listed in Green Seal Standard for Paintings and Coatings, GS-11, latest edition and in Master Painters Institute (MPI) Green



- Performance Standard, GPS-1-08.
7. The product shall meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 340 g/L for rust preventative coatings. Limits are expressed in THINNED state. Preference shall be given to products with the least crystalline silica content.
 8. The product shall meet all the requirements of MPI Standards: 23, 26, 76, 79, 95, 107, 135, 173, 275. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category.
 - a. Exterior exposed steel, normal conditions: Use alkyd or polyamide solvent based paints (MPI #'s 76, 79 & 101)
 - b. Interior exposed steel: Use water based paint (MPI # 107)
 - c. Special Applications, highly corrosive environments: Use zinc rich paints (MPI #'s 20 & 200)
- F. Structural steel field paint for exposed members: rust inhibitive primer conforms to the following criteria
1. Coordinate all paint requirements with specification section 099000.
 2. Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
 3. Demonstrate a minimum opacity as determined by ASTM D 2805
 4. Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
 5. "Slip Critical" compatible rating where applicable.
 6. The product shall not contain any of the prohibited compounds as listed in Green Seal Standard for Paintings and Coatings, GS-11, latest edition and in the Master Painters Institute Green Performance Standard, GPS-1-08.
 7. The product shall meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 400 g/L for rust preventative coatings. Limits are expressed in THINNED state. Preference shall be given to products with the least crystalline silica content.
 8. The product shall meet all the requirements of MPI Standards: 23, 26, 76, 79, 95, 107, 135, 173, 275. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category.
 - a. Exterior exposed steel, normal conditions: Use alkyd or polyamide solvent based paints (MPI #'s 23, 79)
 - b. Interior exposed steel: Use water based paint (MPI # 107)

PART III - EXECUTION

3.1 FABRICATION

- A. All shop connections shall be high strength bolted unless specifically shown otherwise. Fabricate work in shop in as large assemblies as practicable. Use welded connections ONLY where shown on drawings. If a bolted connection is not possible obtain written approval from the Commissioner for the welded connection.
- B. Camber: As indicated on drawings.
- C. Mill column ends and bearing stiffeners to give full bearing over the cross section. Plane contact surfaces



of bearing plates when required by the AISC Specifications. It is not necessary to plane bottom surfaces of plates on grout beds.

- D. Drill or punch holes at right angles to the surface of the metal, not more than 1/16" larger than the connector diameter. Do not make or enlarge holes by burning. Drill material having a thickness in excess of the connector diameter and material thicker than 7/8". Holes shall be clean-cut without torn or ragged edges. Remove outside burrs resulting from drilling operations.
- E. Provide holes in members to permit connection of the work of other trades. Use suitable templates for proper location of these holes. Steel requiring adjustment or accurate alignment shall be provided with slotted holes or full bearing shims as shown.
- F. Provide holes, slots and openings required by other trades together with necessary reinforcing required. Use suitable templates for proper location of these openings. All such openings shall be shown on the shop drawings. No change in size or location will be permitted without prior approval.
- G. Manual flame cutting shall be done only with a mechanically guided torch. An unguided torch may be used provided the cut is within 1/8" of the required line.

3.2 SHOP CONNECTIONS

- A. Provide connections as shown on the drawing exactly as detailed. Where connections are not detailed, the minimum connections shall comply with appropriate tables headed, "Framed Beam Connections" shown in the AISC "Manual of Steel Construction" unless otherwise noted on the drawings. Use high strength bolts unless otherwise shown.
- B. Do not use welded connections unless shown on details. Field welding is not allowed without written instruction from the Commissioner.
- C. Proportion and detail all connections on shop drawings to resist forces shown on design drawings. If no reactions are indicated on design drawings, design connections for non-composite beams to resist the end reaction shown in the AISC tables for Uniform Load Constants for Beams. Connections for composite beams shall be proportioned to resist 150% of the above mentioned tabulated load.
- D. Bolting
 - 1. Bolts shall be of a length that will extend not less than 1/4" beyond the nuts. Enter bolts into holes without damaging the thread.
 - 2. Use high-strength bolts in friction as shown. Make high-strength bolted joints without the use of erection bolts. Bolt heads and nuts shall rest squarely against the metal. Where structural members have sloping surface, bolted connections shall be provided with beveled washers to afford square seating or framing for bolt heads or nuts. Bring members tightly together with sufficient high-strength "fitting-up" bolts which shall be retightened as all the bolts are finally tightened. Manual torque wrenches will not be accepted for final tightening. Protect bolt heads from damage during placing. Final tightening of high-strength bolts shall be by properly calibrated power torque wrenches. Bolts that have been completely tightened shall be marked for identification.
- E. Welding



1. The following environmentally preferable welding processes shall be used as described for the related application without exception:
 - a. Submerged Arc Welding (SAW): Plate girders, fillet and butt joints in pipes, cylinders, columns and beams, and welds where 'downhand' or horizontal positions are possible.
 - b. Gas Metal Arc Welding (GMAW) shall be used where SAW is not applicable (such as for angled connections and anything irregular or short).
 - c. Field welding shall be allowed only in special circumstances; in such cases Flux Core Arc welding (FCAW) shall be specified
2. Do not begin structural welding until joint elements are inspected for surface preparation, fit-up, and cleanliness of surface to be welded and are then bolted or tacked in intimate contact and adjusted to dimensions shown on drawings, or both, with allowance for any weld shrinkage that is expected. No members are to be spliced without prior approval by the Commissioner.
 - a. Containment surface preparation debris must meet SSPC-Guide 6 guidelines.
3. Pre-heat and interpass temperature shall be in accordance with Table 4.2 (including footnotes) of the AWS Code for Welding in Building Construction. The temperature shall be measured from the side opposite to that which the pre-heat is applied, where possible.
4. All groove welds shall be continuous and full penetration welds unless otherwise shown on the design drawings. Welds made without the aid of a back-up bar shall have their roots chipped, ground or roughened out to sound metal from the second side, before welding is done from the second side.
5. All welds shall be sound throughout. There shall be no crack in any weld or weld pass. Weld may be considered sound if it contains only slight porosity or fusion defects which are well dispersed.
6. The heat, input, length of weld and sequence of weld shall be controlled to prevent distortions. The surfaces to be welded and the filler metals to be used shall be subject to inspection before any welding is performed.

3.3 SHOP PAINTING AND CLEANING

- A. Finishing, coating, plating
 1. Shop painting and factory finishing shall be preferred to field painting whenever possible. Where applicable, finishes and surface preparations based on a physical process such as abrasive blasting, grinding, buffing and polishing are preferred to coatings and solvent based cleaning. Where coatings are necessary powder-coated fabrication is preferred to painting and plating. Avoid plated metals especially those using cadmium and chromium as plate material or cyanide or copper/formaldehyde based electroless copper as the plating solution.
- B. Remove all rust, scale, grease and other detrimental foreign matter in accordance with SSPC-SP 3, Power Tool Cleaning, unless conditions/opportunities listed below apply.
 1. Use surface preparation classification recommended by paint manufacturer, SSPC or Master Painters Institute (MPI) for paint product used.
 - a. SSPC-Guide 6, Guide for Containing Debris Generated During Paint Removal Operations, must be followed for all applicable surface preparation techniques.



- C. Immediately after surface preparation, apply structural steel primer paint where specified, in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 2.0 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces. Use type of primer paint as specified in "Materials" article above. Apply two coats to surfaces that will be inaccessible after erection
- D. Paint all structural steel in accordance with the foregoing specification, except as follows:
 - 1. Steel which is to receive spray-on fireproofing.
 - 2. Within 2" of field welds or welds made after paint is applied.
 - 3. Within 3" of high strength friction bolts.
 - 4. Machined surfaces and threaded parts required for adjustment of the structure. Protect these with suitable rust inhibiting coating which may be removed after final installation of the work so that proper finished coatings may be applied.

3.4 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
 - 1. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.

3.5 SOURCE QUALITY CONTROL

- A. Refer to testing and inspection requirements specified above.

3.6 EXAMINATION

- A. Verify field measurements prior to start of erection. Check the alignment and elevation of all column supports and location of all anchor bolts with transit and level instruments before starting erection. Notify Commissioner of any errors. Obtain Commissioner's approval of methods proposed for correcting errors prior to proceeding with corrections and erection.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.7 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.8 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.



- B. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- C. Column billets and bearing plates shall be supported and aligned on steel wedges, shims, or leveling nuts. After the supported members have been plumbed and properly positioned by instrument and anchor nuts tightened, the entire bearing area under the plate shall be packed solidly with grout specified in another Section. Wedges and shims shall be set back a minimum of 3/4" from the edges of plates and shall be left in place. Leveling plates are not permitted.
- D. Plumbing, Leveling and Bracing
 - 1. Structural steel shall be erected true and level, and temporary bracing shall be introduced wherever necessary to provide for all loads to which the structure may be subjected, including equipment and the operation thereof. Such bracing shall be left in place as long as may be required for safety. No welding shall be done or bolts drawn up tight until structural steel has been properly aligned. Obtain approval for guy locations to assure lack of interference with operations of other trades.
- E. Drifting
 - 1. Light drifting necessary to draw holes together will be permitted, but drifting of unfair holes will not be permitted. Twist drills shall be used to enlarge holes as necessary to the next larger size; use next larger size bolts as required. Reaming that weakens the members, or make it impossible to fill the holes properly or to adjust accurately after reaming, will not be allowed.

3.9 FIELD CONNECTIONS

- A. In addition to the requirements for shop connections comply with the following:
 - 1. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 2. Joint Type: As noted on structural drawings.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

3.10 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.
- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.



1. Clean and prepare surfaces by SSPC-SP 3, Power Tool Cleaning.
- C. Touchup Painting: Cleaning and touchup painting are specified in Division 9."
- D. After erection, all damaged areas in shop coat, exposed surfaces of bolt heads, nuts and washers, and all field welds and unpainted areas adjacent to field welds and high strength bolts shall be painted with a "touch-up" application of same paint used in the shop coat and then painted with same paint used for shop coat tinted another color. Retouch in field, any scraped, abraded, and unpainted surfaces. Painting shall be as specified for shop coats.
- E. Structural steel which is to support mechanical equipment and will be left exposed to the weather in the finished project shall be field painted with one coat of anti-corrosive paint as described in Part 2 for Paint Materials.

END OF SECTION 05 12 00



SECTION 05 31 00

STEEL DECKING

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. Work of this section includes all labor, materials, equipment and services necessary to complete the metal deck work and headed shear studs as shown on the drawings as specified herein

1.3 QUALITY ASSURANCE

- A. Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified: New York City Building Code, latest edition; American Iron and Steel Institute (AISI) "Specification for the Design of Cold-Formed Steel Structural Members"; American Welding Society (AWS), D1.1 "Structural Welding Code" and D1.3 "Structural Welding Code-Sheet Steel"; Steel Deck Institute (SDI) "Design Manual for Composite Decks, Form Decks, and Roof Decks".

1.4 DESIGN REQUIREMENTS

- A. Metal deck unit sizes and gages are indicated on the drawings. Gages indicated on the drawings are a minimum. Thickness of deck may be required to be increased by deck manufacturer for loadings indicated on drawings.
- B. Unit shall span over three or more supports except where steel layout does not permit.

1.5 SUBMITTALS

- A. Shop drawings for all installations showing gauges, type of deck, any shoring required, where located, welding details necessary for fabrication to fit in place, and all accessories. Do not use reproductions of the Design Drawings.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to site at such intervals to ensure uninterrupted progress of work.

PART II - PRODUCTS

2.1 MATERIALS

- A. Galvanized Steel Decking: ASTM A653 G90.
 - 1. Headed studs for shear connectors shall be 3/4-inch (unless noted) diameter manufactured from cold drawn wire and conforming to ASTM A108, Grades 1010 thru 1020. Studs shall be manufactured by Nelson, KSM, Canam or approved equal.



3.1 FABRICATION

- A. Fabricate deck units in accordance with the AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and accepted shop drawings. Fabricate deck units to the sizes and configurations indicated and cut to lengths which will span not fewer than three supporting members; use only full length units at overhang where indicated in a manner that laps fit tightly. Locate openings for penetrations where indicated and provide support framing and edge reinforcement for all openings.

3.2 INSPECTION

- A. Special Inspection of the metal deck and shear stud installation will be performed by an inspection agency retained by the City of NY and Commissioner at no expense to the contractor.

3.3 ERECTION

- A. The erection of the steel decking shall be performed according to the manufacturer's standards. Erection shall closely follow the erection of structural steel.
- B. Decking units shall be fastened to the steel framework at ends of units and at all intermediate supports by 3/4-inch diameter puddle welds spaced not more than 12 inch o.c. across width of unit.
- C. Headed shear studs shall be installed by welding through metal deck onto beam below. Automatic welding machinery of approved design, amperage, duration of current, etc., shall be used. Studs shall be tested by testing laboratory in accordance with AWS Procedures for Bend Test; replace all studs, which do not pass test.

3.4 CLEANING UP

- A. Remove all equipment, unused materials and debris from the site immediately upon the completion of this work.

END OF SECTION 05 31 00



SECTION 05 50 00

MISCELLANEOUS METALS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the miscellaneous metal work as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Rough hardware.
 - 2. Light steel framing and supports, not included as part of work of other trades.
 - 3. Loose steel lintels
 - 4. Masonry support steel.
 - 5. ½" thick galvanized steel scupper.
 - 6. Perforated stainless steel panels.
 - 7. Trench drain covers.
 - 8. Steel floor access door.
 - 9. Free-standing steel shelving.
 - 10. Steel framing, bracing, supports, anchors, bolts, shims, fastenings, and all other supplementary parts indicated on drawings or as required to complete each item of work of this Section.
 - 11. Prime painting, touch-up painting, galvanizing and separation of dissimilar metals for work of this Section.

1.3 RELATED SECTIONS

- A. Structural steel - Section 051200.
- B. Painting - Section 099000.



1.4 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Shop Assembly: Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinated installation.
- C. Reference Standards: The work is subject to requirements of applicable portions of the following standards:
 - 1. "Manual of Steel Construction," American Institute of Steel Construction.
 - 2. AWS D1-1 "Structural Welding Code," American Welding Society.
 - 3. SSPC SP-3 "Surface Preparation Specification No. 3, Power Tool Cleaning," Steel Structures Painting Council.
 - 4. SSPC PA-1 "Painting Application Specification," Steel Structures Painting Council.
 - 5. "Handbook on Bolt, Nut and Rivet Standards," Industrial Fasteners Institute.
- D. Steel Materials: For steel to be hot dip-galvanized, provide steel chemically suitable for metal coatings complying with the following requirements: carbon below 0.25 percent, silicon below 0.24 percent, phosphorous below 0.05 percent, and manganese below 1.35 percent. Notify galvanizer if steel does not comply with these requirements to determine suitability for processing.
- E. Engage the services of a galvanizer who has demonstrated a minimum of five (5) years' experience in the successful performance of the processes outlined in this specification in the facility where the work is to be done and who will apply the galvanizing and coatings within the same facility as outlined herein. The Commissioner has the right to inspect and approve or reject the galvanizer/galvanizing facility.
- F. The galvanizer/galvanizing facility must have an ongoing Quality Control/Quality Assurance program which has been in effect for a minimum of five years and shall provide the Commissioner with process and final inspection documentation. The galvanizer/galvanizing facility must have an on-premise testing facility capable of measuring the chemical and metallurgical composition of the galvanizing bath and pickling tanks.
- G. Inspection and testing of hot-dip galvanized coating shall be done under the guidelines provided in the American Hot-Dip Galvanizers Association (AGA) publication "Inspection of Products Hot-Dip Galvanized After Fabrication."

1.5 SUBMITTALS

- A. Manufacturer's Literature: Submit manufacturer's specifications, load tables, dimension diagrams, anchor details and installation instructions for products to be used in the fabrication of miscellaneous metal work, including paint products.



- B. Shop Drawings: Shop drawings for the fabrication and erection of all assemblies of miscellaneous iron work which are not completely shown by manufacturer's data sheets. Include plans and elevations at not less than 1" to 1'-0" scale, and include details of sections and connections at not less than 3" to 1'-0" scale. Show anchorage and accessory items.
- C. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.
- D. Welding shall be indicated on shop drawings using AWS symbols and showing length, size and spacing (if not continuous). Auxiliary views shall be shown to clarify all welding. Notes such as 1/4" weld, weld and tack weld are not acceptable.
- E. Certification: For items to be hot-dip galvanized, identify each item galvanized and to show compliance of application. The Certificate shall be signed by the galvanizer and shall contain a detailed description of the material processed and the ASTM standard used for the coating and, the weight of the coating. In addition, and as attachment to Certification, submit reports of testing and inspections indicating compliance with the provisions of this Section.

PART II PRODUCTS

2.1 MATERIALS

A. Metals

- 1. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- 2. Steel Plates, Shapes and Bars: ASTM A 36.
- 3. Steel Bar Grating: ASTM A 1011 or ASTM A 36.
- 4. Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.
- 5. Structural Steel Sheet: Hot rolled, ASTM A 570; or cold rolled, ASTM A 611, Class 1; of grade required for design loading.
- 6. Galvanized Structural Steel Sheet: ASTM A 924, of grade required for design loading. Coating designation G90.
- 7. Steel Pipe: ASTM A 53, type and grade as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.
- 8. Gray Iron Castings: ASTM A 48, Class 30, unless another class is indicated or required by structural loads.
- 9. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.
- 10. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.



11. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.
 12. Stainless Steel Panel: McNicholds BARCD00000000006570 or approved equal, perforated 11 gauge stainless steel (type 304), hole size, 0.2500, holes centers 0.3750, staggered, 40% open or approved equal.
- B. Grout: Non-shrink, non-metallic grout conforming to the requirements of Section 033000.
- C. Fasteners
1. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required. All fasteners used below the Queens Borough Datum elevation 11.28' shall be stainless steel or hot dipped galvanized per ASCE 24.
 2. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.
 3. Anchor Bolts: ASTM F 1554, Grade 36.
 4. Lag Bolts: ASME B18.2.1.
 5. Machine Screws: ASME B18.6.3.
 6. Plain Washers: Round, carbon steel, ASME B18.22.1.
 7. Masonry Anchorage Devices: Expansion shields, FS FF-S-325.
 8. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required.
 9. Lock Washers: Helical spring type carbon steel, ASME B18.21.1.
- D. Shop Paint: Shop prime all non-galvanized miscellaneous metal items using Series 88 Azaron Primer made by Tnemec, ICI Devco "Rust Guard" quick dry alkyd shop coat No. 41403, or "Interlac 393" by International Protection Coatings.
1. If steel is to receive high performance coating as noted in Section 099000, shop prime using primer noted in Section 099000.
- E. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187.
- F. Galvanizing Repair Coating: For touching up galvanized surfaces after erection, provide repair coating that is V.O.C. compliant, equal to "Silver Galv" made by Z.R.C. Worldwide or approved equal. Apply to a dry film thickness of 1.5 to 3.0 mils.

2.2 PRIME PAINTING

- A. Scope: All ferrous metal (except galvanized steel) shall be cleaned and shop painted with one coat of specified ferrous metal primer. No shop prime paint required on galvanized steel or aluminum work.
- B. Cleaning: Conform to Steel Structures Painting Council Surface Preparation Specification SP 3 (latest edition) "Power Tool Cleaning" for cleaning of ferrous metals which are to receive shop prime coat.



1. Steel to get high performance coating as noted in Section 099000 shall be cleaned as per SSPC SP.6 "Commercial Blast Cleaning."

C. Application

1. Apply shop prime coat immediately after cleaning metal. Apply paint in dry weather or under cover. Metal surfaces shall be free from frost or moisture when painted. Paint all metal surfaces including edges, joints, holes, corners, etc.
2. Paint surfaces which will be concealed after shop assembly prior to such assembly. Apply paint in accordance with approved paint manufacturer's printed instructions, and the use of any thinners, adulterants or admixtures shall be only as stated in said instructions.
3. Paint shall uniformly and completely cover the metal surfaces, 2.0 mils minimum dry film thickness. No work shall be shipped until the shop prime coat thereon has dried.

D. Touch-Up: In the shop, after assembly and in the field, after installation of work of this Section, touch-up damaged or abraded portions of shop prime paint with specified ferrous metal primer.

E. Apply one shop coat to fabricated metal items, except apply two (2) coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.

2.3 GALVANIZING

- A. Scope: All ferrous metal exposed to the weather, and all ferrous metals indicated on drawings or in specifications to be galvanized, shall be cleaned and then hot-dipped galvanized after fabrication as provided by Duncan Galvanizing or approved equal.
- B. Avoid fabrication techniques that could cause distortion or embrittlement of steel items to be hot-dip galvanized. Fabricator shall consult with hot-dip galvanizer regarding potential warpage problems or handling problems during the galvanizing process that may require adjustment of fabrication techniques or design before finalizing shop drawings and beginning of fabrication.
- C. Cleaning: Thoroughly clean metal surfaces of all mill scale, rust, dirt, grease, oil, moisture and other contaminants prior to galvanizing.
- D. Application: Hot-dip galvanizing shall be applied in accordance with:
1. ASTM A 143: Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel.
 2. ASTM A 123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 3. ASTM A 153: Galvanized Coating on Iron and Steel Hardware - Table 1.
 4. ASTM A 385: Practice for Providing High Quality Zinc Coatings.
 5. ASTM A 924: Galvanized Coating on Steel Sheets.
 6. Minimum weight of galvanized coating shall be two (2) oz. per square foot of surface.



- E. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.
- F. All galvanized materials must be inspected for compliance with these specifications and marked with a stamp indicating the name of the galvanizer, the weight of the coating, and the appropriate ASTM number.
- G. To minimize surface imperfection (eg: flux inclusions), material to be galvanized shall be dipped into a solution of Zinc Ammonium Chloride (pre-flux) immediately prior to galvanizing. The type of galvanizing process utilizing a flux blanket overlaying the molten zinc will not be permitted.
- H. After galvanizing all materials not exposed to view must be chromated by dipping material in a 0.2% chromic acid solution.
- I. Galvanized surfaces, where exposed to view, must have a smooth, level surface finish. Where this does not occur, piece shall be rejected and replaced to the acceptance of the Commissioner.

2.4 PROTECTIVE COATINGS

- A. Whenever dissimilar metals will be in contact, separate contact surfaces by coating each contact surface prior to assembly or installation with one coat of specified bituminous paint, which shall be in addition to the specified shop prime paint. Mask off those surfaces not required to receive protective coating.

2.5 WORKMANSHIP

- A. General
 - 1. Miscellaneous metal work shall be fabricated by an experienced fabricator or manufacturer and installed by an experienced tradesman.
 - 2. Materials, methods of fabrication, fitting, assembly, bracing, supporting, fastening, operating devices, and erection shall be in accordance with drawings and specifications, approved shop drawings, and best practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected.
 - 3. All work shall be accurately and neatly fabricated, assembled and erected.
- B. Shop Assembly: Insofar as practicable, fitting and assembly of work shall be done in shop. Shop assemble work in largest practical sizes to minimize field work. It is the responsibility of the miscellaneous metal subcontractor to assure himself that the shop-fabricated miscellaneous metal items will properly fit the field condition. In the event that shop-fabricated miscellaneous metal items do not fit the field condition, the item shall be returned to the shop for correction.
- C. Cutting: Cut metal by sawing, shearing, or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp and free of burrs, without deforming adjacent surfaces or metals.
- D. Holes: Drill or cleanly punch holes; do not burn.



- E. Connections: Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to weather. Locate joints where least conspicuous. Unless indicated otherwise, weld or bolt shop connections; bolt or screw field connections. Provide expansion and contraction joints to allow for thermal movement of metal at locations and by methods approved by Commissioner.
1. Welding
 - a. Shall be in accordance with "Standard Code for Welding in Building Construction" of the American Welding Society, and shall be done with electrodes and/or methods recommended by the manufacturer of the metals being welded.
 - b. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces; undercut metal edges where welds are required to be flush.
 - c. All welds on or behind surfaces which will be exposed to view shall be done so as to prevent distortion of finished surface. Remove weld spatter and welding oxides from all welded surfaces.
 2. Bolts and Screws: Make threaded connections tight with threads entirely concealed. Use lock nuts. Bolts and screw heads exposed to view shall be flat and countersunk. Cut off projecting ends of exposed bolts and screws flush with nuts or adjacent metal.
- F. Operating Mechanism: Operating devices (i.e. pivots, hinges, etc.) mechanism and hardware used in connection with this work shall be fabricated, assembled, installed and adjusted after installation so that they will operate smoothly, freely, noiselessly and without excessive friction.
- G. Built-In Work: Furnish anchor bolts, inserts, plates and any other anchorage devices, and all other items specified under this Section of the Specifications to be built into concrete, masonry or work of other trades, with necessary templates and instructions, and in ample time to facilitate proper placing and installation.
- H. Supplementary Parts: Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.
- I. Coordination: Accurately cut, fit, drill and tap work of this Section to accommodate and fit work of other trades. Furnish or obtain, as applicable, templates and drawings to or from applicable trades for proper coordination of this work.
- J. Exposed Work
1. In addition to requirements specified herein and shown on drawings, all surfaces exposed to view shall be clean and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs, and other defects which mar appearance of finished work.
 2. Metal work exposed to view shall be straight and true to line or curve, smooth arrises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design.
 3. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.



- K. Preparation for Hot-Dip Galvanizing: Fabricator shall correctly prepare assemblies for galvanizing in consultation with galvanizer and in accordance with applicable Reference Standards and applicable AGA publications for the "Design of Products to be Hot-Dip galvanized After Fabrication." Preparation shall include but not be limited to the following:

1. Remove welding flux.
2. Drill appropriate vent holes and provide for drainage in inconspicuous locations of hollow sections and semi-enclosed elements. After galvanizing, plug vent holes with shaped lead and grind smooth.

2.6 MISCELLANEOUS METALS ITEMS

A. Rough Hardware

1. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 Sections.
2. Fabricate items to sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood connections; elsewhere, furnish steel washers.

B. Miscellaneous Light Steel Framing

1. Light steel framing, bracing, supports, framing, clip angles, shelf angles, plates, etc., shall be of such shapes and sizes as indicated on the drawings and details or as required to suit the condition and shall be provided with all necessary supports and reinforcing such as hangers, braces, struts, clip angles, anchors, bolts, nuts, welds, etc., as required to properly support and rigidly fasten and anchor same in place and to steel, concrete, masonry and all other connecting and adjoining work.
2. All light steel framing steel shall be furnished and erected in accordance with the applicable requirements of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction and as specified herein.

- C. Loose Steel Lintels: Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown. Weld adjoining members together to form a single unit where indicated. Provide not less than eight (8) inches bearing at each side of openings, unless otherwise indicated.

1. Loose lintels shall conform to the following Schedule:

Opening Width (Maximum)	WALL THICKNESS		
	4 inches	6 inches	8 inches*
2'-0"	3-1/2" x 3-1/2" x 1/4"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x 1/4"
3'-0"	3-1/2" x 3-1/2" x 5/16"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x 5/16"



4'-0"	3-1/2" x 3-1/2" x 5/16"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x 5/16"
5'-0"	4" x 3-1/2" x 3/8"	6" x 4" x 3/8"	4" x 3-1/2" x 5/16"
6'-0"	5" x 3-1/2" x 3/8"	6" x 4" x 3/8"	5" x 3-1/2" x 5/16"
7'-0"	5" x 3-1/2" x 3/8"	5" x 5" x 1/2"	5" x 3-1/2" x 3/8"
8'-0"	5" x 3-1/2" x 3/8"	5" x 5" x 5/8"	5" x 3-1/2" x 3/8"

* Two angles at all openings in eight (8) inch walls.

2. At columns or vertical surfaces where lintels cannot bear on masonry, provide clip angles sized for structural capacity of lintel.

D. Masonry Support Steel

1. Provide galvanized steel, relieving angles, plates, accessories and other steel shapes for masonry support steel; for lintels refer to Para. C. herein.
2. Fabricate masonry support steel to allow final adjustment with the closest tolerances possible. Relieving angles which require cutting to fit masonry flashing shall be straightened without deflections.
3. Coordinate masonry support system with concrete work for locations of wedge inserts.
4. Install to meet requirements of building masonry work, face brick coursing and stone placement. Coordinate final adjustments with masonry work as work progresses.

E. Trench Drain Covers: Provide Series R-4999 trench frame with Type A grated cover, heavy duty, made of ductile iron as manufactured by Neenah Foundry Co., or approved equal, sizes as shown on drawings. Assembly shall have asphalt coating. Grate shall be bolted in place with stainless steel hex head cap screws.

F. Steel Floor Access Door: Provide BA-FA-300 aluminum floor access door for interior use with diamond plate top, aluminum angle frame and manufacturer's standard hardware, as manufactured by Best Access Doors, or equal made by Babcock-Davis, Bilco, Dur-Red Products, or approved equal; size as shown on drawings, mill finish.

G. Metal Shelving: Provide free-standing steel shelving with wire of type selected by the Commissioner, as manufactured by McMaster-Carr. Shelving shall be NSF certified and meet MIL-S-40144E.



PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where miscellaneous metal is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 ERECTION

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry, or similar construction.
- C. Fitting Connections: Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- D. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance, and quality of welds made, and methods used in correcting welding work.
- E. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- F. Field Touch-Up of Galvanized Surfaces: Touch-up shop applied galvanized coatings damaged during handling and installation. Use galvanizing repair coating specified herein for galvanized surfaces.

END OF SECTION 05 50 00



SECTION 05 52 00

DECORATIVE RAIL SYSTEMS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES:

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the decorative metal handrails and railings as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Stainless steel rail systems.

1.3 QUALITY ASSURANCE:

- A. The contractor or subcontractor performing the work of this Section must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion projects similar in scope and type to the required work. Materials, methods of fabrication, fitting, assembly, bracing, supporting, fastening, operating devices and erection shall be in accordance with drawings, specifications, and approved shop drawings, and be of highest quality practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected. All work shall be accurately and neatly fabricated, assembled, and erected.

1.4 SUBMITTALS:

- A. Shop Drawings: Submit for all items of work, at full scale as far as practical, showing metal thicknesses, arrangement of components, of joining, of jointing, details of all field connections and anchorages, diagrams and details explaining provisions for thermal movement, fastening and sealing methods, and support methods, metal finishes and all other pertinent information.
- B. Samples for Verification: For each type of exposed finish required, prepared on components indicated below and of same thickness and metal indicated for the work.
 - 1. 6" long sections of each different linear railing member, including handrails, top rails and posts.
 - 2. Fittings and brackets.
 - 3. Welded connections.
 - 4. Assembled samples of railings, made from full size components, including top rail, post and handrail. Show method of finishing members at intersections. Samples need not be full height.



- C. Provide signed and sealed calculations by a Professional Engineer licensed in the State of New York, demonstrating compliance with structural performance per City of New York Code.

1.5 PRODUCT HANDLING

- A. Finished Materials: Protect finishes against soiling, staining or damage from scratches and abrasion. Maintain protection during construction until project completion or as otherwise directed by Commissioner.
 - 1. Provide wrappings, strippable coatings or other means approved by Commissioner.
 - 2. During construction, remove protection for visual observation of finish as directed by Commissioner and replace to maintain protection.

1.6 PERFORMANCE STANDARDS

- A. Structural Performance of Handrails and Railings: Provide handrails and railings complying with New York City Building Code and ADA requirements.
- B. Thermal Movements: Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in engineering, fabricating, and installing handrails and railing systems to prevent buckling, opening of joints, overstressing of components and connections, damage to adjoining construction, and other detrimental effects. Base engineering calculation on actual surface temperatures of materials due to both solar heat gain and nighttime sky heat loss.
 - 1. Temperature Change (Range): 120 deg F ambient, 180 deg F material surfaces.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

PART II PRODUCTS

2.1 MATERIALS

- A. Steel
 - 1. Comply with the following standards for the forms and types of steel for the required items of work.
 - a. Steel Plates, Shapes and Bars: ASTM A 36.
 - b. Steel Bar Grating: ASTM A 1011/A or ASTM A 36.
 - c. Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.
- B. Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.
- C. Welding Electrodes and Filler Metal: Type and alloy of filler metal and electrodes as recommended by producer of the metal to be welded, and as required for color match, strength and compatibility in the fabricated items.
- D. Fasteners for Interconnecting Handrails and Railing Components: Furnish of basic metal and alloy, matching finished color and texture as the metal being fastened, unless otherwise indicated. Unless otherwise shown, provide Phillips flat-head screws for exposed fasteners.



- E. Fasteners for Anchoring Handrails and Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring handrails and railings to other types of construction indicated and capable of withstanding design loads..
- F. Erosion-Resistant Anchoring Cement: Factory packaged, 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 needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.2 FABRICATION

- A. General: Fabricate handrails and railing systems to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of hollow members, post spacings, and anchorage, but not less than those required to support structural loads.
- B. Assemble handrails and railings in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- C. Form changes in direction of members as detailed or, if not detailed, by either of the following methods:
 - 1. By radius bends of radius indicated.
 - 2. By flush radius bends.
 - 3. By bending.
 - 4. By insertion of prefabricated flush elbow fittings.
- D. Welded Connections: Fabricate stainless steel handrails and railing systems for connection of members by welding, except as otherwise indicated. Limit non-welded connections to connections that cannot be made in the factory due to size or handling limitations and similar considerations. For connections made during fabrication, weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At tee and cross intersections, cope ends of intersecting members to fit contour of pipe or tube to which end is joined, and weld all around.
 - 5. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- E. Brackets, Flanges, Fittings and Anchors: Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to interconnect handrail and railing system members to other construction.



- F. Provide inserts and other anchorage devices to connect handrails and railing systems to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railing systems. Coordinate anchorage devices with supporting structure.
- G. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.
- H. Ease exposed edges to a radius of approximately 1/32", unless otherwise indicated. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing work.
- I. Cut, reinforce, drill and tap components, as indicated, to receive finish hardware, screws, and similar items.
- J. Provide weepholes, or another means to evacuate entrapped water, in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- K. Fabricate joints that will be exposed to weather in a manner to exclude water.
- L. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated.
- M. Close exposed ends of pipe by welding 3/16" thick stainless steel plate in place or with prefabricated fittings, except where clearance of end of pipe and adjoining wall surface is 1/4" or less.
- N. Fillers: Provide stainless steel sheet or plate fillers, of thickness and size indicated or required to support structural loads of handrails, where needed to transfer wall bracket loads through wall finishes to structural supports. Size fillers to suit wall finish thicknesses to produce adequate bearing to prevent bracket rotation and overstressing substrate.

2.3 FINISHES

- A. Hot dip galvznized per Section 055000.

PART III EXECUTION

3.1 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions and directions for installing anchorages, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors, that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required to install handrails and railings. Set handrails and railings accurately in location, alignment, and elevation; measured from established lines and levels and free from rack.
 - 1. Do not weld, cut, or abrade surfaces of handrail and railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16" in 3 feet.



3. Align rails so variations from level for horizontal members and from parallel with rake of steps and ramps for sloping members do not exceed 1/4" in 12 feet.
- C. Adjust handrails and railings before anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated, but not less than that required by structural loads.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing handrails and railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2" beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6" of post.

3.4 ANCHORING POSTS

- A. Use stainless steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's written instructions:
- B. Form or core-drill holes not less than 5" deep and 3/4" larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's written instructions:
 1. Non-shrink, non-metallic grout or anchoring cement.
- C. Cover anchorage joint with flange of same metal as post, attached to post as follows:
 1. Welded to post after placing anchoring material.
- D. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

3.5 ANCHORING RAILING ENDS

- A. Anchor railing ends into concrete and masonry with round flanges connected to railing ends and anchored into wall construction with post installed anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces.
 1. Weld flanges to railing ends.

3.6 ATTACHING HANDRAILS TO WALLS

- A. Attach handrails to wall with wall brackets. Provide bracket with 1-1/2" clearance from inside face of handrail and finished wall surface.



- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets to building construction as follows:
 - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 - 2. For hollow masonry anchorage, use toggle bolts.
 - 3. For steel-framed gypsum board assemblies, fasten brackets directly to steel framing or concealed reinforcements using self-tapping screws of size and type required to support structural loads.

3.7 PROTECTION

- A. Protect finishes of handrails and railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at the time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05 52 00

SECTION 06 20 00

CARPENTRY

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the carpentry work as shown on the drawings and/or specified herein, including but not limited to, the following:
1. Blocking and miscellaneous wood, including and wall lining for telephone and electric closets.
 2. Rough hardware.
 3. Installation only of finish hardware.
 4. Installation only of doors and hollow metal frames.
 5. Roof deck board. See Structural Drawings.

1.3 RELATED SECTIONS

- A. Steel doors and frames - Section 081113.

1.4 QUALITY ASSURANCE

- A. Lumber Standard: Comply with PS 20.
- B. Plywood Standard: Comply with PS 1 and American Plywood Assoc. (APA).
- C. Shop fabricate carpentry work to the extent feasible and where shop fabrication will result in better workmanship than feasible for on-site fabrication.
- D. Grade Marks: Identify lumber and plywood by official grade mark.
1. Lumber: Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, species grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture.
 - a. S-Dry: Maximum nineteen (19) percent moisture content as per ASTM D 2016.



- E. Installation of doors, frames and hardware shall conform to the minimum standards of "Installation Guides for Doors and Hardware" of the Door and Hardware Institute.

1.5 SUBMITTALS

- A. Pressure Treatment: Include certification by treating plant stating chemicals and process used, net amount of salts retained and conformance with applicable standards.
- B. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.

1.6 PRODUCT HANDLING

- A. Deliver carpentry materials to the site ready to use with each piece of lumber clearly marked as to grade, type and mill, and place in an area protected from the elements.
- B. Deliver rough hardware in sealed kegs and/or other containers which shall bear labels as to type and kind.
- C. Pile lumber for rough usage, when delivered to the site in stacks to ensure drainage and with a minimum clearance of six (6) inches above grade. Cover stacks with tarpaulins or other watertight coverings. Store grounds and similar small sized lumber inside the building as soon as possible after delivery.
- D. Do not store seasoned lumber in wet or damp portions of the building.
- E. Protect fire retardant treated materials against high humidity and moisture during storage and erection.
- F. Remove delivered materials which do not conform to specified grading rules or are otherwise not suitable for installation from the job site and replace with acceptable materials.
- G. Hardware shall be sorted and stored in space assigned by Contractor and shall be kept at all times under lock and key. The safety and preservation of all items delivered will be the responsibility of the Contractor.

1.7 JOB CONDITIONS

- A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer and the Commissioner.
- B. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART II PRODUCTS

2.1 WOOD MATERIAL

- A. General



1. All wood shall be sound, flat, straight, well seasoned, thoroughly dry and free from all defects. Warped or twisted wood shall not be used.
2. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS-20.
3. For shelving, provide 3/4" thick A-A INT-APA plywood, fire retardant treated as specified herein.
4. Plywood and rough carpentry for telephone and electric closets, provide 3/4" thick C-D EXT-APA plywood, fire retardant treated as specified herein.

B. Wood Treatment

1. All interior wood material specified herein shall be fire retardant treated to comply with the AWWA standards (C20 for lumber, C27 for plywood) for pressure impregnation with fire retardant chemical to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire retardant chemicals used to treat the lumber must comply with FR-1 of AWWA Standard P17 and be free of halogens, sulfates and ammonium phosphate.
 - a. After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved identification on treated materials.
2. For exterior blocking, roofing and sheet metal, pressure treat wood with copper azole, Type A (CBA-A); ammoniacal copper quat (ACQ) or similar preservative product that contains no arsenic or chromium. Preservative shall comply with AWWA Standard C-2 for lumber and C-9 for plywood, (.25 lbs./cubic foot of chemical in wood).
 - a. After treatment, kiln dry to a maximum moisture content of fifteen (15) percent. Treatment shall be equal to "Wolmanized Natural Select" made by Arch Wood Protection Inc. or approved equal.
 - b. For joists and miscellaneous framing at exterior wood decks and ramps, treatment shall be "MicroPro Smartsense Micronized Copper treatment by Osmose" or approved equal.
3. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWWA Standard M-4.

2.2 HARDWARE

- A. Rough Hardware for Treated Woods and Exterior Use: Hot-dipped galvanized or Type 304 stainless steel. All fasteners and hardware used below the Queens Borough Datum Elevation 11.28' shall be stainless steel or hot dipped galvanized, per ASCE 24.
- B. Nails: Common steel wire, untreated for interior work as per ASTM F 1667.
- C. Bolts: Standard mild steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers conforming to the following:



1. Bolts: ASTM A 307, Grade A.
 2. Nuts: ASTM A 563.
 3. Lag Screws and Bolts: ASME B 18.2.1.
- D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2; use stainless steel for treated woods and exterior use.
- E. Wood Screws: ASME B 18.6.1.
- F. Concrete and Masonry Anchors: Standard expansion-shield self-drilling type concrete anchors where so shown or noted on the drawings, or where approved by the Commissioner.
1. System shall be fabricated from 12 gauge stainless steel.
 2. Provide all accessories, including end, center and front shelf rests.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where carpentry is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION OF FINISH HARDWARE

- A. Hardware shall be sorted and stored in space assigned by Contractor and shall be kept at all times under lock and key. The safety and preservation of all items delivered will be the responsibility of the Contractor.
- B. Hardware shall be carefully fitted and securely attached, in accordance with these specifications and the instructions of the various manufacturers.
- C. Unless otherwise noted, mount hardware units at heights established in Section 081113.
- D. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, re-install each item. Do not install surface-mounted items until finishes have been completed on the substrate.



- E. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- G. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hair-line joints. Join units with concealed welds or concealed mechanical joints. Cut smooth openings for spindles, bolts and similar items, if any.
- H. All keys used shall be construction keys which are to be tagged with fiber discs as approved, clearly labeled with identifying inscriptions and then neatly arranged in a temporary cabinet. All construction keys shall be returned to the City of New York.
- I. Adjusting and Cleaning
 - 1. Adjust and check each operating item of hardware and each door, to ensure proper operation and function of every unit. Lubricate moving parts with type lubrication recommended by manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.
 - 2. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make a final check and adjustment of all hardware items in such space or area. Clean and re-lubricate operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

3.3 INSTALLATION OF DOORS AND FRAMES

A. Preparation

- 1. Remove welded-in shipping spreaders installed at factory.
- 2. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- 3. Drill and tap doors and frames to receive non-templated mortised and surface-mounted door hardware.

B. Installation



1. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
2. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. Install frames in accordance with ANSI 250.11-20001, Recommended Erection Instructions for Steel Frames, unless more stringent requirements are specified herein.
 - b. At fire-protection-rated openings, install frames according to NFPA 80.
 - c. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - d. Install frames with removable glazing stops located on secure side of opening.
 - e. Frames set in masonry walls shall have door silencers installed in frames before grouting.
 - f. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - g. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
3. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with post-installed expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.
4. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames conforming to the requirements of Section 072100 - "Thermal Insulation."
5. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
6. In-Place Gypsum Board Partitions: Secure frames in place with post-installed expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
8. Installation Tolerances: Adjust steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.



- c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- 9. Steel Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - a. Non-Fire-Rated Standard Steel Doors:
 - 1). Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - 2). Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - 3). Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - 4). Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 - b. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- C. Adjustments: Check and readjust operating finish hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed or otherwise unacceptable.

3.4 BLOCKING AND MISCELLANEOUS WOOD

A. General

- 1. Erect rough carpentry true to line, levels and dimensions required; squared, aligned, plumbed, and securely fastened in place.
- 2. Shim where required to true up furring, blocking and the like. Use wood or metal shims only.
- 3. Do all cutting, fitting, drilling and tapping of other work as required to secure work in place and to perform the work included herein. Do all the cutting and fitting of carpentry work, for the work of other trades as required.

B. Blocking and Miscellaneous Wood

- 1. Furnish and install all wood grounds, furring, blocking, curbs, bucks, nailers, etc., that may be necessary and required in connection with the carpentry and with the work described for any other trades and including required carpentry for electrical fixtures. All blocking and nailers shall be continuous wherever required, whether or not so indicated.
- 2. Blocking shall be as required for the proper installation of the finished work and for items in mechanical sections as required. Blocking, edgings, stops, nailing strips, etc., shall be continuous, unless distinctly noted otherwise. Provide blocking as required to install all equipment. Provide blocking and nailers where shown or required to fasten interior sheet metal work.
- 3. Fastening for wood grounds, furring and blocking shall be of metal and of type and spacing as best suited to conditions. Hardened steel nails, expansion screws, toggle bolts, self-clinching nails, metal plugs, inserts or similar fastenings shall be used, of suitable type and size to draw the members into place and securely hold same.

C. Rough Lumber for Roofing and Sheet Metal



1. Furnish and install all wood nailing strips and wood blocking required in connection with respective types of roofing, fans, flashings, and sheet metal work, using preservative treated wood as herein before specified.
2. Wood blocking shall be of sizes and shapes as indicated on the drawings and/or designed for the reception of curb flashings for roof ventilators and similar items.
3. All nailing strips and blocking shall be carried out in accordance with the printed installation instructions, and/or recommendations of the accepted manufacturer of the roofing materials, and in coordination and cooperation with the sheet metal work trades.
4. All blocking and nailing strips shall be firmly secured in place using counter bored bolt and nut fastenings, or secured by any other proposed flush surfaced fastenings.
5. Wood nailing strips or blocking required to be embedded in concrete work shall be furnished in time due for placing, prior to start of concrete operations. Locations and spacings of nailing strips or blocking shall be performed in coordination with the concrete trades, as required for respective installations.

3.5 TELEPHONE AND ELECTRIC EQUIPMENT MOUNTING BOARDS

- A. Furnish and install 3/4" thick plywood panels to the walls of the telephone and electric equipment rooms in accordance with the requirements of the local utility company.
- B. Secure to wall using proper devices for substrates encountered, spaced twelve (12) inches o.c., maximum around the edges, 1-1/2" from corners, and in three (3) rows of three (3) each in the field. Recess fastening devices flush with the plywood surface. Adjacent panels shall be butted with 1/16" space between without lapping.

3.6 ROUGH HARDWARE

- A. Securely fasten rough carpentry together. Nail, spike, lag screw or bolt as required by conditions encountered in the field and the Contract Documents.
- B. Provide rough or framing hardware, such as nails, screws, bolts, anchors, hangers, clips, inserts, miscellaneous fastenings, and similar items of the best quality and of the proper size and kind to adequately secure the work together and in place, in a rigid and substantial manner.
- C. Secure rough carpentry to masonry with countersunk bolts in expansion sleeves or other acceptable manner, with fastenings not more than sixteen (16) inches apart. Secure woodwork to hollow masonry with toggle bolts spaced not more than sixteen (16) inches apart.
- D. Countersink bolts in nailers and other rough woodwork and include washers and nuts. Cut bolts off flush with surfaces and peen as may be required to receive finished work.
- E. Inserts to secure wood nailers to concrete shall be malleable iron threaded inserts with 3/8" diameter bolts of length to allow for countersinking. Locate at end of each nailer and at intervals not exceeding thirty (30) inches o.c.



- F. Furnish to the mason for building into the work, or attaching the work which is to be built in, anchors, bolts, wall plates bolted to masonry, corrugated wall plugs, nailing blocks, etc., which are required for the proper fastening and installation for the work or other items as called for in this Section.
- G. Detailed instructions with sketches of necessary requirements, shall be given to the masonry trade showing the location and other details of such nailing devices.

3.7 CLEANING UP

- A. General: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends and debris.
- B. Sweeping
 - 1. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled.
 - 2. Remove the refuse to the area of the job site set aside for its storage.
 - 3. Upon completion of this portion of the work, thoroughly broom clean all surfaces.

END OF SECTION 06 20 00



**Department of
Design and
Construction**

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SECTION 06 20 23

CABINETRY AND MILLWORK

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the cabinetry and millwork as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Wood casework with plastic laminate finish.
 - 2. Plastic laminate countertops for cabinet work.
 - 3. Cabinet hardware.

1.3 RELATED SECTIONS

- A. Carpentry - Section 062000.

1.4 QUALITY ASSURANCE

- A. Qualifications of Fabricators and Installers: For actual fabrication and installation of cabinetry and millwork, use only personnel who are thoroughly trained and experienced in the products involved and in the recommended methods for their fabrication and installation.
- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with "Quality Standards" of the Architectural Woodwork Institute (AWI) for the grades specified.

1.5 SUBMITTALS

- A. Shop Drawings: Before any cabinetry and millwork are fabricated and delivered to the job site, submit complete Shop Drawings to the Commissioner for approval.
- B. Quality Certification: Submit fabricator's certification stating that the fabricated work meets the woodwork grade specified and that the wood used is fire retardant treated in accordance with these specifications.
- C. Samples: Submit samples of all proposed materials to the Commissioner for the selection of actual colors and patterns.



1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect architectural woodwork before, during, and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Commissioner and at no additional cost to the City of New York.
- C. Delivery: Do not deliver woodwork until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.7 JOB CONDITIONS

- A. Examination: The installer must examine the substrates and conditions under which the work is to be installed, and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer and the Commissioner.
- B. Conditioning: Do not install woodwork until the required temperature and relative humidity have been stabilized and will be maintained in installation areas.

PART II PRODUCTS

2.1 CABINETS AND MILLWORK

A. General

- 1. Fabricate all cabinetry and millwork to the "Premium" grade standards of the AWI, Section 400.
- 2. Wood core to receive plastic laminate finish shall be fire retardant treated in accordance with the requirements of Section 062000. Particleboard or plywood core conforming to AWI standard noted herein; particleboard shall be equal to "Duraflake FR," 45 lbs. per cubic foot density, made by Willamette Industries, or equivalent product of Georgia-Pacific, Roberts Plywood, or approved equal.
- 3. Face construction of cabinets shall be "Flush Overlay."
- 4. Provide 3/4" thick doors, drawer fronts and fixed panels (including thickness of plastic) except where required to be thicker by Standards; and provide flush units.
- 5. Provide dust panels of 1/4" thick plywood or tempered hardboard above compartment and drawers, except where located directly below countertops.
- 6. Exposed Edges: Plastic laminate matching exposed panel surfaces. Ease exposed edge of overlap sheet.

B. Plastic Laminate

- 1. Plastic Laminate for Horizontal Surfaces: 0.050" thick, General Purpose Type (high pressure).



2. Plastic Laminate for External Vertical Surfaces: 0.028" thick, General Purpose Type (high pressure).
3. Plastic Laminate for Postforming: 0.042" thick, Postforming (high pressure).
4. Plastic Laminate for Cabinet Linings: 0.020" thick, Cabinet Liner (high pressure).
5. Plastic Laminate for Concealed Panel Backing: 0.020" thick, Backer Type (high pressure).
6. Plastic Laminate Colors and Patterns: As selected by the Commissioner, manufactured by Nevamar, WilsonArt, Formica, or approved equal.

2.2 COUNTERTOPS

- A. Grade: Same as AWI grade required for cabinetwork; plastic laminate finish.
- B. Construction
 1. Provide four (4) inch high back splash and end splash, top mounted square butt joint, fully covered with matching plastic laminate, eased edges.
 2. Exposed Counter Edges: Plastic laminate matching surface, except as otherwise indicated. Ease exposed edges of overlap sheet.
 3. Cut openings for equipment to be installed. Comply with equipment manufacturer's requirements, but provide internal corners of 1/8" minimum radius. Smooth saw cut and ease edges.
 4. Seal cut edges of counter at openings for sinks and other "wet" equipment, using waterproofing compound recommended by plastic manufacturer and compatible with laminating adhesive.

2.3 CABINET HARDWARE

- A. General: Provide complete cabinet hardware and accessory material associated with cabinetry and millwork and as required for installation and operation of cabinets. Hardware design shall be as selected by the Commissioner.
- B. Hardware Standards: Comply with ANSI A156.9 "American National Standard for Cabinet Hardware." Quality Level: Type 2 (Institutional).
- C. Cabinet Door Hardware: Provide hinges, catches and pulls to properly accommodate each door size and style.
- D. Sliding Door Hardware: Provide sets including pulls, to properly accommodate each pair of sliding doors.
- E. Drawer Hardware: Provide slides and pulls to properly accommodate each drawer size and style. Equip each drawer with side mounted, full extension, ball bearing, nylon roller drawer slides.
- F. Locks: Provide standard pin-type or disc-type (5 pins or discs) tumbler locks, keyed individually except as otherwise indicated.
- G. Shelf Supports: Where shelving is indicated as "adjustable," provide slotted type needed to properly support the shelves with uniform forty (40) lbs. per square foot loading.



- H. Exposed Hardware Finish: Provide exposed hardware with BHMA Code 626 satin chrome plate finish (US26D).
- I. Glass Doors and Shelves: Clear plate or sheet glass; FS DD-G-451, Type I, 1/4" thick; which has been seamed at exposed edges, and tempered to 4 x normal flexural strength.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where cabinetry and millwork are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 FABRICATION

- A. Fabricate all architectural woodwork in strict accordance with the approved Shop Drawings and the referenced standards.

3.3 INSTALLATION

- A. Install cabinetry and millwork in accordance with Section 1700 of AWI standards.
- B. Install the work plumb, level, true and straight, with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including countertops), and with 1/16" maximum offset in flush adjoining surfaces, 1/8" maximum offsets in revealed adjoining surfaces.
- C. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.
- E. Casework
 - 1. Install without distortion so that doors and drawers will fit openings properly and be accurately aligned.
 - 2. Adjust casework and hardware so that doors and drawers operate smoothly and with tolerances as established by standards. Lubricate operating hardware as recommended by manufacturer.
- F. Countertops: Anchor securely to base units and other support systems.

3.4 PROTECTION

- A. Cover casework with four (4) mils polyethylene film, for protection against soiling and deterioration during remainder of construction period.

END OF SECTION 06 20 23



SECTION 07 12 00

BELOW SLAB VAPOR RETARDER

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the below-slab vapor retarder as shown on the drawings and/or specified herein, including but not limited to the following:
 - 1. Confirm that the substrates for the below-slab vapor retarder are acceptable.
 - 2. Provide a below-slab vapor retarder areas indicated on drawings.
 - 3. Integrate the vapor retarder with all surrounding work; coordinate all work with related trades.
 - 4. Provide all necessary permits and fees for this work, including building permits, inspection fees, police detail, etc.

1.3 RELATED SECTIONS

- A. Concrete - Section 033000
- B. Earthwork - Section 312000

1.4 SUBMITTALS

- A. Submit the following items in time to allow for review by the Commissioner and resubmittals, if needed, without delaying the work. Do not order materials or start work before receiving the Commissioner's written approval.
 - 1. Shop drawings of all conditions and details, including connection to all surrounding work and details of complex conditions. Include work sequence for conditions between work of this Section and surrounding work; coordinate with related trades.
 - 2. Contractor's qualifications.
 - 3. Samples and/or manufacturer's literature for all materials specified or proposed for use on the project, properly labeled and referenced to the appropriate specification section. Samples required include, but are not limited to, the following:



- a. Vapor retarder
 - b. Seam tape
 - c. Any product or material proposed for substitution
4. Certifications (in time for review to prevent delay in the work) by the producers of all materials stating that the materials supplied comply with all the requirements of the referenced standards and that all materials are suitable for the use specified herein.
5. Material Safety Data Sheets (MSDS) for each material where appropriate.
6. Project Schedule and Sequencing. Submit updated project schedule weekly throughout the project to reflect current status and project schedule.
7. Vapor retarder manufacturer's sample guarantees.

1.5 QUALITY ASSURANCE

- A. Conduct a quality control program that includes the following as a minimum:
 1. Inspect conditions and materials to ensure conformity to the contract requirements.
 2. Continuously inspect substrate conditions and coordinate with the Commissioner to ensure proper substrate preparation in conformance with the contract requirements.
 3. The Contractor shall arrange with the vapor retarder manufacturer to have a competent field representative visit the site to inspect the workmanship and the quality of the work. The manufacturer should visit the site as required to observe the progress of the work, but at least three times during the course of the project. The field representatives shall issue written reports of their findings and recommendations for corrective work, if any, to the Commissioner. The Contractor shall include all costs for the field representative, including all expenses, in the project bid price.
 - a. The representative shall review and approve the condition of substrates prior to application of vapor retarder.
 - b. The representative shall observe the first one to two days of application of vapor retarder.
 - c. Representative shall review and approve below-slab-vapor-retarder conditions prior to pouring concrete.
 4. Inspect work in progress and during inclement weather to ensure that the work is in compliance with approved procedures.
 5. Inspect all completed and any corrected work for compliance with the Contract Documents and the vapor retarder manufacturers' recommendations.
- B. The vapor retarder system shall be applied by an approved contractor authorized by the vapor retarder manufacturer to perform the work.
- C. Attend a preconstruction conference to be held with representatives of the Contractor, Commissioner or Commissioner's Representative, and all other involved trades and parties to discuss the work covered under this Section.
- D. Attend weekly job meetings during the course of the work as required by the City of New York.



- E. The Contractor/Subcontractor shall have at least three years' experience with similar vapor retarder and flashing work with success.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor is responsible for protecting all materials and equipment stored on the site.
- B. All materials to be new. Handle all materials to prevent damage. Place materials on pallets. Use waterproof and fireproof canvas tarpaulins (not polyethylene) to cover all stored materials top to bottom.
- C. Deliver materials clearly marked with legible and intact labels with manufacturer's name and brand name, and identifying contents of containers.
- D. Materials shall be marked with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life.
- E. Protect all materials in original unopened labeled containers and packaging and in compliance with manufacturer's directions. Comply with manufacturer's recommendations for minimum and maximum time and temperature limits for storage. Store flammable materials in a cool, dry, protected area away from sparks and open flames.
- F. Promptly remove from the site all materials rejected by the Commissioner or exposed to any moisture anywhere, at any time, during transportation, storage, handling, and installation.
- G. Do not stockpile materials or equipment to overload any building or site component.
- H. Protect materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed when not in use and away from open flames. Protect liquid components from freezing.
- I. Store rolled goods on ends only. Discard rolls that have been flattened, creased, or otherwise damaged. Unroll sheets and allow them to "relax" prior to use.
- J. Do not dilute primers, waterproofing cements, adhesives, coatings, or sealants. Keep containers closed, except when removing materials. Do not use equipment that is contaminated with materials that may be incompatible with the work.
- K. Dispose of debris as required by state and local ordinances. All debris shall be removed from the site and the site returned to its original condition upon completion of the project.
- L. Do not allow wrappers, packaging materials, or any other debris to be included in the vapor retarder system.

1.7 PROJECT CONDITIONS

- A. Coordinate the work, use of the site, storage areas, and staging areas with the Contractor. Limit use of the site and working hours to dates, times, and locations approved by the Contractor.
- B. All equipment used on the project shall comply with all applicable municipal and safety regulations – including OSHA guidelines – and be suitable for reasonable access for inspection of the City of New York's representative, who shall have free access to the work via the Contractor's equipment.



- C. Compliance with OSHA and all other safety laws and regulations is the exclusive responsibility of the Contractor, its Subcontractors, suppliers, consultants, and servants.

1.8 GUARANTEE

- A. Guarantee all work under this Section in a document stating that if, within two years after the Date of Substantial Completion of the Work, any of the work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall, at its sole cost and expense, correct it promptly after receipt of a written notice from the City of New York to do so, unless the City of New York has previously given the Contractor a written acceptance of such condition.

PART II PRODUCTS

2.1 MATERIALS

- A. Unless approved by the Commissioner, obtain all vapor retarder materials from the same manufacturer. All components of the vapor retarder system shall be as manufactured by, or approved by, the vapor retarder manufacturer and will be included in the vapor retarder system manufacturer's warranty.
- B. Vapor Retarder Materials
 - 1. Manufacturers: "Florprufe 120" made by W.R. Grace, or equivalent product of Raven Industries, Inc., Stego Industries, LLC, or approved equal.
 - 2. Membrane: Self adhering rubberized asphalt and polyethylene sheet membrane, 0.021" thick, and tensile strength 65 lbs./in.

PART III EXECUTION

3.1 GENERAL WORKMANSHIP

- A. Vapor retarder systems shall be installed by contractors properly trained by the manufacturer. Perform all work with trained personnel.
- B. Arrange work sequence to avoid use of newly constructed vapor retarder for storage, walking surface, and equipment movement. Where access is absolutely required, protect surfaces with smooth 1/2 in. thick plywood runways to ensure full protection of vapor retarder surfaces and all other work against mechanical damage. Provide additional protection if needed to prevent damage. Move equipment and ground storage areas as work progresses to avoid abuse of completed vapor retarder.
- C. Replace any new materials scheduled to remain that are damaged due to weather or other causes during the period of the work at no additional cost to the City of New York. If water causes damage, remove and replace all wet materials at no additional cost to the City of New York.
- D. Do not work in temperatures below 40°F. Comply with applicable recommendations by manufacturers of all materials and workmanship and handling, except as modified in this Section.
- E. Promptly remove from the site all damaged, defective, or rejected materials. Remove from the site all materials rejected by the Commissioner or Commissioner's Representative.



- F. Do not use equipment for vapor retarder installation that is contaminated with materials that may be incompatible.
- G. Workers and all others that walk on the waterproofing membrane shall wear clean soft-soled shoes so as not to damage vapor retarder and related materials.

3.2 REPAIR AND PREPARATION OF SURFACES TO RECEIVE VAPOR RETARDER

A. General

- 1. Examine all surfaces scheduled to receive vapor retarder for roughness, contaminants, unsound structural substrates, or other conditions that may impair the vapor retarder application. Notify the Commissioner in writing of any such conditions; do not commence work until all defects are remedied.

- B. The earth and crushed stone substrates shall be compacted to produce an even, sound substrate. Loose aggregate, sharp protrusions, and standing water shall be removed. Refer to Division 32 for compaction and installation requirements.

3.3 VAPOR RETARDER INSTALLATION

A. General

- 1. Conform to recommendations and published specifications of the manufacturer, including environmental requirements.
- 2. Do not allow water to pond on vapor retarder. Promptly remove water that collects on vapor retarder with vacuum or other method acceptable to Commissioner.

B. Installation of Below-Slab Vapor Retarder

- 1. Loose lay membrane over prepared, compacted 6" gravel base placing membrane with smooth side down and plastic liner side up facing concrete slab. Overlap membrane 2" and tape joints. Remove liner before concrete pour.
- 2. Mix and apply Bituthene liquid membrane compound to seal around slab penetrations.

3.4 CLEAN-UP

- A. Upon completion of the vapor retarder system, the Contactor shall remove all equipment, material, and debris from the work and storage area, and leave those areas in an undamaged and acceptable condition.
- B. All water shall be removed from the vapor retarder before placement of concrete.

END OF SECTION 07 12 00



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SECTION 07 21 00
THERMAL INSULATION

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the thermal insulation as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Exterior wall insulation.
 - 2. Board Insulation.
 - 3. Spray insulation.
 - 4. Attachment devices.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Acoustical insulation - Section 092900.

1.4 SUBMITTALS

- A. Submit product data for each type of product indicated, including re-cycled content.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulation products.

1.5 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.



B. Protect foam-plastic board insulation as follows:

1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART II PRODUCTS

2.1 EXTERIOR WALL INSULATION

- A. Provide extruded polystyrene board insulation equal to Styrofoam "Cavitymate Ultra" manufactured by Dow Chemical Co., or equivalent product of Owens Corning, Kingspan Insulation, or approved equal conforming to ASTM C 578, Type IV with a maximum flame spread and smoke developed indices of 15 and 165 respectively.
1. Boards shall be 16" wide x 96" long; boards shall be 1" thick unless otherwise noted on the drawings.
 2. Insulation shall have an aged R value of not less than 5.6/inch.

2.2 MINERAL-WOOL BOARD INSULATION

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or an approved equal:
1. Fibrex Insulations Inc.
 2. Isolatek International.
 3. Owens Corning.
 4. Roxul Inc.
 5. Thermafiber.
- B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 10 percent.
- C. Unfaced, Mineral-Wool Board Insulation: ASTM C 612; with maximum flame-spread and smoke-developed indexes of 15 and zero, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.
1. Nominal density of 8 lb/cu. ft., Type III, thermal resistivity of 4.35 deg F x h x sq. ft./Btu x in. at 75 deg F.
 2. Fiber Color: Darkened.



2.3 ACCESSORIES

- A. Adhesive for Bonding Insulation: The type recommended by the insulation manufacturer, and complying with fire-resistance requirements.
 - 1. For bonding rigid polystyrene insulation to masonry or concrete, provide adhesive equal to "Foamgrab PS" made by Dacor Products Co. or equal made by ChemRex Inc. or Miracle Adhesives.
- B. Protection Board: Premolded, semi-rigid asphalt/fiber composition board, 1/4" thick, formed under heat and pressure, standard sizes.

2.4 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position indicated with self-locking washer in place.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. AGM Industries, Inc.; Series T TACTOO Insul-Hangers.
 - b. Gemco; Spindle Type.
 - 2. Plate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - 3. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch in diameter; length to suit depth of insulation indicated.

2.5 SPRAY FOAM INSULATION

- A. Closed-Cell Polyurethane Foam Insulation (under portico mega structure underside of the floor slab only, but not concrete/beam): ASTM C 1029, Type II, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84, as manufactured by BASF Corporation, Dow Chemical Co., or Henry Company.
 - 1. Minimum density of 1.5 lb/cu. ft., thermal resistivity of 6.2 deg F x h x sq. ft./Btu x in. at 75 deg F.

PART III - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where thermal insulation is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION, GENERAL

- A. Clean substrates of substances that are harmful to insulation including removing projections capable of puncturing vapor retarders, or that interfere with insulation attachment.
- B. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.



- C. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- D. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF EXTERIOR-WALL INSULATION

- A. Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face, and as recommended by manufacturer. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates.
 - 1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Section 042000 "Unit Masonry."

3.4 INSTALLATION OF BLANKET INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Glass-Fiber or Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

3.5 INSTALLATION OF BOARD INSULATION FOR MASONRY SUBSTRATES

- A. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:
 - 1. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions. Space anchors according to insulation manufacturer's written instructions for insulation type, thickness, and application indicated.



2. Apply insulation standoffs to each spindle to create cavity width indicated between concrete substrate and insulation.
3. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation below indicated thickness.
4. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.

3.6 SPRAY APPLIED INSULATION INSTALLATION

- A. Apply self-supported, spray-applied, insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make it even with studs by using method recommended by insulation manufacturer.

3.7 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00



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SECTION 07 27 00

VAPOR/ AIR BARRIER MEMBRANE

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the vapor/air barrier membrane as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
1. Vapor retarder/air barrier applied over CMU.
 2. Materials and installation to bridge and seal the following air leakage pathways and gaps:
 - a. Connections of the walls to the roof.
 - b. Connections of the walls to the foundations.
 - c. Seismic and expansion joints.
 - d. Openings and penetrations of window frames, storefront, curtain wall.
 - e. Door frames.
 - f. Piping, conduit, duct and similar penetrations.
 - g. Masonry ties, screws, bolts and similar penetrations.
 - h. All other air leakage pathways in the building envelope.

1.3 RELATED SECTIONS

- A. Unit masonry - Section 042000.

1.4 SUBMITTALS

- A. Quality Assurance Program: Submit evidence of current accreditation and certification under the Air Barrier Association of America's (ABAA) Quality Assurance Program. Submit accreditation number of manufacturer and certification number of installers.
- B. Product Data: Submit manufacturer's product data, installation instructions, and manufacturer's printed instructions for evaluating, preparing, and treating substrate, temperature and other limitations of installation conditions, technical data, and tested physical and performance properties.
1. Submit letter from primary materials manufacturer indicating approval of products not manufactured by primary manufacturer.
 2. Include statement that materials are compatible with adjacent materials proposed for use.



3. Submit reports indicating that field peel-adhesion test on all materials to which sealants are adhered have been performed and the changes made, if required, to other approved materials, in order to achieve successful adhesion.
- C. Samples: Submit clearly labeled samples, 3 by 4 inch (75 mm by 100 mm) minimum size of each material specified.
- D. Shop Drawings of Mock-Up: Submit shop drawings of proposed mock-ups showing plans, elevations, isometric details, installation sequence, and connections to the test apparatus.
 1. Membrane in this section to be part of the wall Mock-up for testing and approval as defined in other sections.
- E. Field Test Results of Mock-Up: Submit test results of air leakage test and water leakage test of mock-up in accordance with specified standards, including retesting if initial results are not satisfactory.
- F. Shop Drawings: Submit shop drawings showing locations and extent of air and vapor barrier assemblies and details of all typical conditions, intersections with other envelope assemblies and materials, membrane counter-flashings, and details showing how gaps in the construction will be bridged, how inside and outside corners are negotiated, how materials that cover the air and vapor barrier are secured with air-tight condition maintained, and how miscellaneous penetrations such as conduits, pipes, electric boxes and similar items are sealed.
 1. Provide 1/8" scale building elevations that indicate areas and limits of vapor impermeable air barrier sheet applied membrane on elevations section details that indicate all stainless steel angle edging conditions (including all opening at curtainwall, windows, doors vertical and horizontal differential movement joints etc.). Submit 3" = 1'-0" scale plan/section details of all membrane edging conditions for Commissioner's review and approval.
 2. Include VOC content of each material, and applicable legal limit in the jurisdiction of the project.
 3. Include statement that materials are compatible with adjacent materials proposed for use.
 4. Include recommended values for field adhesion test on each substrate.
- G. Compatibility: Submit letter from manufacturer stating that materials proposed for use are permanently chemically compatible and adhesively compatible with adjacent materials proposed for use. Submit letter from manufacturer stating that cleaning materials used during installation are chemically compatible with each of the adjacent materials proposed for use. Test results of assembly in accordance with ASTM E 2357.

1.5 PERFORMANCE REQUIREMENTS

- A. Material Performance: Provide materials which have an air permeance not to exceed 0.004 cubic feet per minute per square foot under a pressure differential of 0.3 in. water (1.57 psf) (0.02 L/m² @ 75 Pa.) when tested according to ASTM E 2178.
- B. Assembly Performance: Provide a continuous air and vapor barrier assembly that has an air leakage not to exceed 0.040 cubic feet per square foot per minute under a pressure differential of 0.3 in. water (1.57 psf) (0.20 L/ m² @ 75 Pa.) when tested in accordance with ASTM E 2357, and a vapor permeance of 1 perm (57 mg) or less when tested in accordance with ASTM E 96 using the desiccant method. Assembly shall perform as a liquid drainage plane flashed to discharge condensation or water penetration to the exterior.



Assembly shall accommodate movements of building materials by providing expansion and control joints as required, with accessory air and vapor seal materials at such locations, changes in substrate and perimeter conditions.

- C. Assembly shall be capable of withstanding combined positive and negative design wind, fan and stack pressures on the envelope without damage or displacement, and shall transfer the load to the structure.
- D. Assembly shall not displace adjacent materials under full load.
- E. Assembly shall be joined in an airtight and flexible manner to the air barrier material of adjacent assemblies, allowing for the relative movement of assemblies due to thermal and moisture variations and creep, and anticipated seismic movement.
- F. Connections to Adjacent Materials: Provide connections to prevent air leakage and vapor migration at the following locations:
 - 1. Foundation and walls, including penetrations, flashing at brick cavity wall ties and anchors.
 - 2. Walls, windows, curtain walls, storefronts, louvers or doors.
 - 3. Different wall assemblies, and fixed openings within those assemblies.
 - 4. Wall and roof connections and penetrations.
 - 5. Continuous seal at meetings between XPS and aluminum skinned polyis insulation (seals required at 2 planes).
 - 6. Floors over unconditioned space.
 - 7. Walls, floor and roof across construction, control and expansion joints.
 - 8. Walls, floors and roof to utility, pipe and duct penetrations.
 - 9. Interstory deflection joints vertical and horizontal.
 - 10. All other leakage pathways in the building envelope.

1.6 QUALITY ASSURANCE

- A. Membrane herein shall be compatible and part of system in conjunction with the thru wall flashing system specified in Section 042000.
- B. Manufacturer: Obtain primary materials from a single manufacturer regularly engaged in manufacturing air and vapor barrier membranes. Obtain secondary materials from a source acceptable to the primary materials manufacturer.
- C. Accredited Laboratory Testing for Materials: Laboratory accredited by International Accreditation Service Inc. (IAS), American Association for Laboratory Accreditation (A2LA), or the Standards Council of Canada (SCC).
- D. VOC Regulations: Provide products which comply with applicable regulations controlling the use of volatile organic compounds for the specific authority having jurisdiction.



- E. Preconstruction Meeting: Convene a minimum of two weeks prior to commencing Work of this Section. Agenda shall include, at a minimum, construction and testing of mock-up, sequence of construction, coordination with substrate preparation, materials approved for use, compatibility of materials, coordination with installation of adjacent and covering materials, and details of construction. Attendance is required by representatives of related trades including covering materials, substrate materials and adjacent materials.
- F. Field Quality Assurance: Implement the ABAA Quality Assurance Program requirements. Cooperate with ABAA inspectors and independent testing and inspection agencies engaged by the City of New York. Do not cover air and vapor barrier until it has been inspected, tested and accepted.
- G. Mock-Ups: Build mock-up representative of primary exterior wall assemblies and glazing assemblies including backup wall and typical penetrations as acceptable to the Commissioner. Mock-up shall be approximately 8 feet long by 8 feet high and include the materials proposed for use in the exterior wall assembly. Mock-up shall be suitable for testing as specified in the following paragraph.
- H. Mock-Up Tests for Air and Water Infiltration: Test mock-up for air and water infiltration in accordance with ASTM E 1186 (air leakage location) or ASTM E 783 (air leakage quantification), and ASTM E 1105 (water penetration). Use smoke tracer to locate sources of air leakage. If deficiencies are found, repair or modify mock-up and retest until satisfactory results are obtained. Deficiencies include air leakage beyond values specified, uncontrolled water leakage, unsatisfactory workmanship.
 - 1. Perform the air leakage tests and water penetration test of mock-up prior to installation of cladding and trim but after installation of all fasteners for cladding and trim and after installation of other penetrating elements. For fasteners which would normally only be installed with cladding, install representative fasteners without cladding; intent is to perform testing with all types of penetrations in place.
- I. Mock-Up Tests for Adhesion: Test mock-up of fluid-applied and sheet applied materials for adhesion in accordance with ASTM D 4541 using a Type 1 pull tester except that the disk used shall be 100mm in diameter and the membrane shall be cut through to separate the material attached to the disk from the surrounding material. Perform test after curing period recommended by the manufacturer. Record mode of failure and area which failed in accordance with ASTM D 4541. When the air barrier material manufacturer has established a minimum adhesion level for the product on the particular substrate, the inspection report shall indicate whether this requirement has been met. Where the manufacturer has not declared a minimum adhesion value for their product/substrate combination, then the inspector shall simply record the value.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product, date of manufacture, and directions for storage.
- B. Store materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air/vapor barrier manufacturer. Protect stored materials from direct sunlight.
- C. Avoid spillage. Immediately notify the Commissioner or Commissioner's Representative if spillage occurs and start clean up procedures.
- D. Clean spills and leave area as it was prior to spill.



1.8 WARRANTY

- A. Material Warranty: Provide manufacturer's standard product warranty, for a minimum 3 years from date of Substantial Completion.
- B. Installation Warranty: Provide air barrier subcontractor's 2 year warranty from date of Substantial Completion, including all components of the air and vapor barrier assembly, against failures including loss of air tight seal, loss of watertight seal, loss of adhesion, loss of cohesion, failure to cure properly.

PART II - PRODUCTS

2.1 VAPOR BARRIER

- A. Provide product listed below manufactured by W.R. Grace or approved equal by Henry, Carlisle or approved equal.
 - 1. Sheet Applied Air/Vapor Barrier and Transition Membrane: Perm-a-barrier with primer.
 - 2. Water-Based Primer for Transition Membrane: Primer.
 - 3. Solvent-Based Primer for Transition Membrane: Adhesive.
 - 4. Counterflashing for Masonry Through-Wall Flashing: Perm-a-barrier.
 - 5. Mastics, Adhesives and Tapes.

2.2 AUXILIARY MATERIALS

- A. Membrane at Transitions in Substrate and Connections to Adjacent Elements: Neoprene, ASTM D 2000 Designation 2BC415 to 3BC620, 50 to 65 mils (1.3 mm to 1.6 mm) thick with non-corrosive termination bars and fasteners. Adhesive and lap sealant as recommended by manufacturer.
- B. Sealant at Transitions in Substrate and Connections to Adjacent Elements: Low-modulus pre-cured silicone extrusion and sealant for bonding extrusions to substrates; Tremco Silicone Extruded Sheet by Tremco, Proglaze ETA by Tremco, or Bondaflex Silbridge 300 by May National Associates.

PART III - EXECUTION

3.1 INSPECTION

- A. Examine substrates, areas, and conditions under which air and vapor barrier assemblies will be applied, with Installer present, for compliance with requirements.
- B. Treat all joint and fasteners heads in sheathing in accordance with manufacturers guidelines.
- C. Verify that surfaces and conditions are suitable prior to commencing work of this section. Do not proceed with installation until unsatisfactory conditions have been corrected.
- D. Do not proceed with installation until after minimum concrete curing period recommended by air and vapor barrier manufacturer.

- E. Ensure that the following conditions are met:
 - 1. Masonry joints are flush and completely filled with mortar, and all excess mortar sitting on masonry ties has been removed.
 - 2. Surfaces are sound, dry, even, and free of oil, grease, dirt, excess mortar or other contaminants
 - 3. Concrete surfaces are cured and dry, smooth without large voids, spalled areas or sharp protrusions.
- F. Verify substrate is surface dry. Test for capillary moisture by plastic sheet method according to ASTM D 4263 and take suitable measures until substrate passes moisture test. Surface dry is an acceptable substrate condition if acceptable to the manufacturer.
- G. Verify sealants used in sheathing are compatible with membrane proposed for use. Perform field peel-adhesion test on materials to which sealants are adhered.
- H. Notify Commissioner in writing of anticipated problems using air and vapor barrier over substrate prior to proceeding.

3.2 SURFACE PREPARATION

- A. Clean, prepare, and treat substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air and vapor barrier application. Mask off adjoining surfaces to prevent overspray and spillage
- B. Prime substrate for application of sheet membrane transition strips as recommended by manufacturer and as follows:
- C. Prime masonry, concrete substrates with conditioning primer.
- D. Prime glass-fiber surfaced gypsum sheathing an adequate number of coats to achieve required bond, with adequate drying time between coats.
- E. Prime wood, metal, and painted substrates with primer.
- F. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through air and vapor barrier and at protrusions.
- G. Prime substrate for application of fluid-applied air and vapor barrier if recommended by manufacturer based on project conditions and as follows.

3.3 INSTALLATION

- A. Self-Adhering Sheet Air and Vapor Barrier: Install membrane to provide continuity throughout the building envelope. Install materials in accordance with manufacturer's recommendations and the following:
 - 1. Apply primer at rate recommended by manufacturer prior to membrane installation. Allow primer to dry completely before membrane application. Apply as many coats as necessary for proper adhesion. Do not apply primer below 25 deg. F.
 - 2. When membrane is properly positioned, press into place and roll membrane with roller immediately after placement.



3. Apply membrane sheets to shed water naturally without interception by a sheet edge, no reverse laps are permitted.
4. Position subsequent sheets of membrane applied above so that membrane overlaps the membrane sheet below by a minimum of 3 inches, unless greater overlap is recommended by manufacturer. Roll into place with roller.
5. Overlap horizontally adjacent pieces a minimum of 3 inches, unless greater overlap is recommended by manufacturer. Roll seams with roller.
6. Seal around all penetrations with termination mastic, liquid membrane, extruded silicone sealant, membrane counterflashing or other procedure in accordance with manufacturer's recommendations.
7. Connect air and vapor barrier in exterior wall assembly continuously to the air barrier of the roof, to concrete below-grade structures, to windows, curtain wall, storefront, louvers, exterior doors and other intersection conditions and perform sealing of penetrations, using accessory materials and in accordance with the manufacturer's recommendations and the project details.
8. At changes in substrate plane, provide transition material (bead of sealant, membrane counterflashing, liquid membrane or other material recommended by manufacturer) under membrane to eliminate all sharp 90 degree inside corners and to make a smooth transition from one plane to another. Transition material must be fully cured prior to membrane application.
9. As shown on drawings, provide mechanically fastened non-corrosive metal sheet to span gaps in substrate plane and to make a smooth transition from one plane to the other. Metal sheet shall be continuously supported by substrate.
10. At through-wall flashings, provide an additional 6 inch wide strip of manufacturer's recommended membrane counterflashing to seal top of through-wall flashing to membrane. Seal exposed top edge of strip with bead of mastic as recommended by manufacturer.
 - a. The through wall flashing shall be integrated with the wall membrane. A strip sealing the top edge of the flashing shall have its own exposed top.
11. At deflection and control joints, provide backup for the membrane to accommodate anticipated movement. Membrane shall be designed to avoid adhesion over the joint and allow for free movement.
12. At expansion and seismic joints provide transition to the joint assemblies.
13. At end of each working day, seal top edge of membrane to substrate with termination mastic.
14. Do not allow materials to come in contact with chemically incompatible materials.
15. Do not expose membrane to sunlight longer than as recommended by the manufacturer.
16. Inspect installation prior to installing insulation enclosing assembly and repair punctures, damaged areas and inadequately lapped seams with a patch of membrane lapped as recommended by manufacturer.



3.4 FIELD QUALITY CONTROL

- A. Inspection and Testing: Cooperate with testing agency. Allow access to work areas and staging. Notify testing agency in writing of schedule for Work of this Section to allow sufficient time for testing and inspection. Do not cover Work of this Section until testing and inspection is accepted.

3.5 PROTECTING AND CLEANING

- A. Protect air and vapor barrier assemblies from damage during application and remainder of construction period, according to manufacturer's written instructions.
- B. Coordinate with installation of materials which cover air and vapor membrane, to ensure exposure period does not exceed that recommended by the air and vapor barrier manufacturer.
- C. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction and acceptable to the primary material manufacturer.

END OF SECTION 07 27 00



SECTION 07 53 00

MEMBRANE ROOFING AND ROOF INSULATION

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the membrane roofing, roof insulation and sheet metal work as shown on the drawings and/or specified herein, including but not limited to the following:
1. EPDM sheet membrane roofing.
 2. Roof insulation below roof membrane.
 3. Sheet flashing.

1.3 RELATED SECTIONS

- A. Drains and vents - Division 22.

1.4 DESCRIPTION OF THE SYSTEM

- A. The membrane roofing system specified herein shall consist of factory fabricated large sections of sheet membrane fully adhered over the rigid roof insulation. Provide flashing at roof penetrations and vertical surfaces.

1.5 QUALITY ASSURANCES

A. Qualifications

1. The membrane roofing system specified herein shall be the product of a manufacturer who can furnish supporting evidence of experience in the manufacture of the membrane roofing system and of having been regularly engaged in this business for not less than five (5) years. Such experience shall be in projects similar to the requirements and scope for this project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.
2. Acceptable manufacturers:
 - a. Firestone Building Products Company (Basis of Design "RubberGard Black").
 - b. Carlisle Syntec Incorporated.
 - c. 2001 Roof Systems.
 - d. or an equal acceptable to the Commissioner.



- B. 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 five (5) 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 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.
- C. UL Listing: Provide system which has been tested and listed by UL for application indicated and which has a "Class A" rating.

1.6 SUBMITTALS

- A. The samples and certificates listed below are required to be submitted by the Contractor to the Commissioner, for review. An omission of an item or items does not relieve the Contractor from this responsibility and for compliance with the Contract Documents, of which this is a part.

1. Samples

2.	Item No.	Size	Description
a.	S1	6" x 6"	Membrane w/splice
b.	S2	6" x 6"	Rigid insulation
c.	S3	6" x 6"	Flashing materials

3. Notarized Certificates of Compliance

4.	Item No.	Description	Standard
a.	C1	Sheet membrane	As specified
b.	C2	Submit manufacturers published specifications, which completely describe the preparation of surfaces and application of roofing systems.	
c.	C3	Submit a letter from membrane manufacturer issuing sample guarantee and approving the applicator, prior to pre-application conference.	

- B. Submit complete shop drawings showing details, dimensions, fabrication and fastening elements for each condition encountered, layout of each sheet noting seam locations, perimeter and penetration flashing, and other details where roofing abuts other materials and/or conditions.
- C. Submit copies of pre-roofing conference records.
- D. Submit a letter signed by the manufacturer and Contractor acknowledging that the submitted roofing system complies with ASCE-7 and FM I-90 for wind speed code requirements based on height and geographic location of project.



1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type and brand. Delivered materials shall match approved samples. Fire classification labels shall be intact and visible.
- B. Store materials under cover in a dry and clean location, off the ground and remove materials which are damaged, torn or otherwise not suitable for installation and replace with acceptable materials.
- C. Keep insulation and membrane dry before and during installation. Remove wet materials from project site.
- D. Store roofing materials on platforms or pallets, above ground, on roof level and cover with tarpaulins or on other suitable watertight covering. Store membrane and handle, in such a way as to prevent damage to edges or ends.

1.8 PREROOFING CONFERENCE

- A. Prior to ordering of materials, a preroofing conference will be held to discuss the specified roofing system and its proper application. Conference shall include installer, roofing manufacturer, installers of related work, Commissioner and representatives of City of New York. Record discussions and agreements and furnish copy to each participant. Provide at least 72 hours advance notice to participants prior to convening conference.
- B. Coordinate application of the roofing system in such a manner that the complete installation is weather-tight and in accordance with guarantee requirements.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Work shall not be installed when the roof deck is damp, wet or spotted with frost or if the ambient temperature is 35 deg. F. and falling or if there is a forecast for inclement weather which will be adverse to the proper installation of the roofing system.

1.10 WARRANTY

- A. Provide warranty for the roofing work as specified in this section. Warranty shall state that installed work shall be free from defects of materials and workmanship for fifteen (15) years from date of Substantial Completion.
- B. Warranty shall be in a form acceptable to the Commissioner and shall be duly executed by officers or principals of the manufacturer.
- C. Contractor shall inform the Commissioner if conditions exist which will interfere with issuance of the specified warranty. Start of work shall imply that the warranty as specified above will be issued.
- D. In addition to manufacturer's warranty, provide roofing Installer's warranty effective for a period of two (2) years from date of Substantial Completion.



PART II PRODUCTS

2.1 MATERIALS

- A. Membrane Sheets: 0.060" thick, black-on-black, non-reinforced EPDM (Ethylene Propylene Diene Monomer) compounded elastomer, conforming to ASTM D 4637, Type I, Class A.
- B. Membrane Flashing: 0.060" thick uncured EPDM; or as recommended by roofing manufacturer.
- C. Bonding Adhesives, Mastics and Splicing Cement: Compatible with the materials with which they will come in contact.
- D. Lap Sealant: For sealing the exposed edge of the splices and as otherwise required shall be of a consistency recommended by the manufacturer.
- E. Prefabricated Pipe Seal Assemblies: Provide assemblies to accommodate vents, pipe penetrations and other similar roof penetrations.
- F. Sealers: Provide sealers and other similar accessory materials as recommended by the manufacturer.
- G. Materials: The materials provided shall be part of a roofing system developed by the approved manufacturer and shall in every respect be compatible with each other and with the substrates and conditions encountered in the field.
- H. Cant Strips, Tapered Edge Strips, and Flashing Accessories: Types recommended by membrane manufacturer, including adhesive tapes, flashing cements, and sealants.
- I. Membrane Adhesive: As recommended by membrane manufacturer for particular substrate and project conditions, formulated to withstand ASCE 7-02 wind uplift force requirements of the geographic area of the building.
 - 1. Provide adhesives that comply with local requirements limiting amounts of volatile organic compounds.
- J. Roof Insulation: Minimum 2" thick flat and tapered (1/4" per foot) isocyanurate board roof insulation conforming to ASTM C1289 faced with proper facing to allow membrane to be adhered to it without delamination. Roof insulation must have an LTTR R-Value of 6.0/inch at 75 deg. F. when tested in accordance with ASTM C1303.
 - 1. Manufacturer of roofing system must approve use of insulation in writing in advance.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where roofing is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.



3.2 INSTALLATION

A. Nailers

1. Continuous pressure treated (See Section 062000) nailers shall be firmly anchored to resist a force of 75 pounds per lineal foot in any direction. The thickness of the nailer shall be such that the top of the nailer is flush with the surface to which the membrane is attached at the horizontal plane.
2. Nailers shall be installed continuous at perimeters and around all roof penetrations unless otherwise noted.

B. Insulation

1. Clean the deck prior to installation of the insulation. Mechanically attach insulation to deck using F.M. approved fasteners in pattern to meet F.M. I-90 minimum and ASCE 7-02 wind uplift requirements, including greater requirements for corners and perimeters as required. For tapered insulation, follow pattern of taper to insure correct pitch.
2. Moderately butt end joints over flutes, stagger joints in adjacent boards. Do not install more insulation in any one day than can be covered by the membrane roof sheets.
3. Where two layers of insulation or coverboards are required, stagger joints two (2) feet in length and width in both directions.
4. Neatly cut around all projections encountered and at abutting vertical surfaces. Where large gaps occur fill with a urethane foam pack.

C. Sheet Membrane Application

1. Fully Adhered Membrane: Where required by manufacturer, install membrane by unrolling over prepared substrate, lapping adjoining sheets. Apply adhesive to surfaces to be bonded and roll into place when adhesive has properly cured. Treat seams with cleaner and prime finish with 4" seam tape and apply sealant to exposed sheet edges, tapering application as recommended by manufacturer. Install mechanical fasteners, flashings and counterflashings, and accessories at locations indicated and as recommended by manufacturer.

D. Splicing

1. Fold the top sheet back about twelve (12) inches and clean both mating surfaces at the splice area using clean rags with membrane manufacturer's recommended cleaner.
2. Apply the in-seam tape primer with a synthetic scrub pad at a rate of 375 lineal feet of five (5) inch splice per gallon. Allow tape primer to dry to the touch.
3. Roll the top sheet toward the splice area until the cemented area is nearly touching the cement on the bottom sheet along the entire length of the splice. Allow the top sheet to fall freely into place avoiding stretching and wrinkling. Roll the splice with a two (2) inch wide steel roller, using positive pressure, toward the outer edge of the splice.
4. Solvent clean the splice edge, extending at least one (1) inch onto the top and bottom membranes. Apply a bead of lap sealant completely covering the splice edge, feathering the lap sealant with a preformed putty knife or trowel.



5. Lap sealant application shall be completed on all splices by the end of each working day.

E. Membrane Flashing

1. Perimeter flashing and flashing around vents and other roof penetrations shall be preformed using the recommended flashing, compatible with the approved roofing system and utilizing the longest pieces practicable.
2. The splice between the flashing and the main roof sheet should be completed before bonding the flashing to the vertical surface. Seal this splice at least three (3) inches beyond the fasteners which attach the membrane to the horizontal nailer.
3. Bonding adhesive shall be applied to both the flashing and the surface to which it is being bonded. After the adhesive has dried to the point where it does not string or stick to a dry finger touch, roll the flashing into the adhesive. Take care to assure that the flashing is not bridging where there is any change of direction of the flashing (e.g., where the parapet meets the roof deck).
4. Nail the flashing at the top every 12 inches on center maximum under metal counterflashing or cap. Metal counterflashing is specified under Section 076200.

F. Pipe Flashing

1. Flashing for pipes, conduits and other similar items which are scheduled to penetrate (pass through) the membrane shall be provided with factory prefabricated elements when such use is possible. When prefabricated devices are not possible, field fabricated seals shall be used.
2. Bases of the pipe seals shall be spliced to the membrane roofing sheet as specified above for sheet laps and the top portion shall be secured to the pipe with a stainless steel clamping ring and continuously sealed with sealant in a watertight manner.
3. Field fabricated pipe seals shall be fabricated with base and cap membrane flashing which shall be spliced to the membrane and to itself and continuously sealed with sealant in a watertight manner.

G. Drains

1. At drain locations, where the insulation is tapered to form a smooth transition from roof surface to membrane, the membrane sheet shall be accurately cut-out so as to fit the encountered clamping ring, and shall be secured to the ring with the addition of the approved mastic in a secure, neat and watertight manner.

H. Curbs, Corners

1. Field fabricated outside corners shall consist of approved membrane flashing which shall have not less than 6" horizontal legs which shall be spliced to the roof membrane, and vertical legs as required which shall be nailed at 12" o.c. maximum. Corners shall be lapped a minimum of 3" and be secured by splicing to each flashing section
2. Field fabricated inside corners shall consist of approved membrane flashing with 6" horizontal legs which shall be spliced to the roof membrane, and vertical legs as required which shall be nailed at 12" o.c. maximum. Corners shall be lapped a minimum 6" and secured by splicing to each flashing section.



3. Install lap type sealant along all seams to insure a watertight installation.
- I. Daily Seal: Care should be exercised to ensure that the water does not flow beneath any completed sections of roof. Temporarily seal loose edge of membrane with sealant when weather is threatening.
 1. Mix the two components thoroughly according to the instructions on the label.
 2. Apply the sealant at a rate of 100 lineal feet per gallon, on smooth surface, 12" back from edge of sheet onto exposed substrate surface. If necessary, use a trowel to spread material in order to achieve complete seal.
 3. After embedding membrane in sealant, check for continuous contact. Then weight the edge, providing continuous pressure over the length of the cutoff. The recommended weight for the continuous pressure is a ten (10) foot length of 2-1/2" tubing filled with dry sand.
 4. When work is resumed, pull sheet free before continuing installation.

3.3 CLEANING AND PROTECTION

- A. From time to time during the progress of the work and at the completion of the work, remove all rubbish, debris, dirt, equipment and unused materials from the site. Clean adjoining surfaces which may have been soiled by roofing work.
- B. Protect installed roofing from damage and abuse by other trades. Repair damages to watertight conditions at no additional cost to the City of New York.
- C. Exercise care to protect installed work. Work which does become damaged in any way or is not watertight, shall be repaired and/or replaced as directed to the satisfaction of Commissioner and/or City of New York at no additional cost or time.

END OF SECTION 07 53 00



SECTION 07 61 00

METAL ROOFING AND FLASHING

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the metal roofing and flashing as shown on the drawings and specified herein, including but not limited to, the following:
1. Metal panel roofing, sheet metal work, and related flashing.
 2. Stainless steel (Type 316) screen over window.
 3. Connection hardware for attachment of metal panel roofing sheets and copings to building structure.
 4. Sealants between metal panel roofing components and between metal panel roofing and adjoining construction; sealants around penetrations in the metal panel roofing, including ducts and pipes; sealants between metal panel roofing and copings and between copings and flashings.
 5. Drilling and tapping of structure as required for fastening of all work included in this Section.
 6. Cutting and flashing required for roof penetrations.
 7. Separation between dissimilar materials.
 8. Snow guards.
 9. Guarantee.

1.3 RELATED SECTIONS

- A. Aluminum Windows - Section 085113.

1.4 QUALITY ASSURANCE

- A. 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 five (5) 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 must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system.

- B. The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.
- C. Manufacturer's certifications: Secure a visit to the job site weekly by a representative of the manufacturer of the roofing used, who shall inspect and shall certify that:
 - 1. The surfaces to which the roofing was applied were in a condition suitable for this application.
 - 2. The materials installed complied in all respects with the requirements of this Section of these specifications.
 - 3. The materials were installed in complete accordance with the manufacturer's current recommendations.
- D. Manuals
 - 1. SMACNA Details: Except as otherwise shown or specified, comply with the applicable recommendations and details of the "Architectural Sheet Metal Manual" by SMACNA. Conform to the dimensions and profiles shown.
- E. Coordination: Coordinate metal roofing with rain drainage work, flashing, trim and the construction of decks, parapets, walls, skylights and other adjoining work, to provide a permanently leakproof, secure and non-corrosive installation.

1.5 DESIGN CRITERIA

- A. Metal panel roofing sheets shall be designed and erected to provide a completely weatherproof covering of the applicable interior spaces. There shall be no water infiltration into the building through the metal panel roofing.
- B. Metal panel roofing shall be designed and erected for such expansion and contraction of component materials as will be caused by an ambient temperature range of 0 degrees F. to 220 degrees F. without causing harmful buckling, failure of joint seals, undue stress on fasteners or other detrimental effects.
- C. Metal panel roofing shall withstand positive and negative pressures resulting from local wind loading as defined by prevailing building Code without exceeding the maximum working stress for members, or a maximum deflection of 1/180th of the span.
- D. Corrosion free fasteners and connections shall be designed to withstand the positive and negative pressures due to local wind loads as defined by the prevailing building Code. Fastener and connection spacings to be in conformance to reviewed shop drawings.
- E. Metal panel roofing fabricator shall field check dimensions of structure and design the system to accommodate specified erection tolerances.
- F. There shall be no oil canning, warping or buckling on metal panel roofing sheets, including when panels are under full design loads specified.



G. Fabricate sheets or panels to span over 3 supports or more.

H. System to have a UL Class A rating.

1.6 SUBMITTALS

- A. **Manufacturer's Data:** Submit for information only, metal manufacturer's specifications, installation instruction and general recommendations for roofing applications. Include manufacturer's certification or other data substantiating that the materials comply with the requirements. Indicate by copy of transmittal that the Fabricator/Installer has received copy of manufacturer's instructions and recommendations.
- B. **Samples:** Submit 12" square samples of each specified metal and gauge to be used on roofing. Samples will be reviewed by Commissioner for thickness and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- C. **Shop Drawings:** Submit shop drawings showing the manner of forming, jointing and securing the metal roofing, and the pattern of seams and battens. Show expansion joint details and waterproof connections to adjoining work and at obstructions and penetrations. Show all roof penetrations required by work of all trades.

1.7 GUARANTEE

- A. Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Commissioner a written guarantee signed by the Roofing Contractor, and endorsed by the roofing materials manufacturer guaranteeing that the installed roofing will remain intact and free from leaks for a period of at least two (2) years.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered, handled and stored by methods approved by the manufacturers. Tilt the zinc material sufficiently to ensure that water does not remain on the material or in an enclosure protected from the elements or corrosive materials.
- B. Care shall be exercised in handling and placing the metal panel roofing sheets to prevent damage likely to impair the adequacy or appearance of the material in the finished structure.

1.9 PROJECT SITE CONDITIONS

- A. **Environmental Requirements**
 - 1. Do not install the Work of this Section during inclement weather.
 - 2. Do not install the Work of this Section when moisture from rain or other moisture source is present, forecasted or expected.
- B. At the end of each work day and when weather threatens, provide water cut-offs that are proven effective in providing weather-tight seals and in preventing moisture penetration.



PART II PRODUCTS

2.1 MATERIALS

- A. Metal Panels: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792. Fabricate panels with sufficient thickness to meet specified UL 90 wind uplift requirements, but not less than 22 gauge.
- B. Fasteners and Clips: Stainless steel or zinc, corrosion free; supplied in accordance with manufacturer's recommendations to meet the load requirements specified and maintain a weather-tight installation.
- C. Accessories: As required to complete project shall be in accordance with material and manufacturer's recommendations.
- D. Underlayment: "Ice and Water Shield" by W.R. Grace, or equal by Henry, GAF, or approved equal.
- E. Joint Sealant: Exterior sealant as specified in Section 079200 (795 by Dow Corning or approved equal) to match adjoining metal roofing. Backing rod shall be extruded polyethylene foam; backer rod shall be placed in joints not less than 75% of its original size.
- F. Insulating Butyl Tape: Applied to contacting surfaces between dissimilar metals and between metals and concrete or masonry.
- G. Z-Girts: Conform to ASTM A 446, grade A and ASTM A 525. Minimum 18 gauge thickness, zinc coating Z275 at centers shown on the drawings. Supply complete with neoprene pads to facilitate drainage.
- H. Plywood: Exterior grade sheathing, pressure treated. Refer to Section 062000.
- I. Drainage Mat: "Enkamat" by Akzo Nobel, or equal by Carlisle, J-Drain, or approved equal.
- J. Snow Guard: Type selected by the Commissioner.

2.2 PLYWOOD ROOF DECK BOARD

- A. See Structural drawings.

2.3 FABRICATION

- A. Metal panel roofing shall be fabricated to manufacturer's recommendations referenced standards and to comply with reviewed shop drawings. All ridge, eave and gable end sections shall be formed square, true and accurate to sizes and profiles detailed. All sections shall be free from distortion and other defects detrimental to appearance. Use standing seam. Valley as required shall be one continuous strip with standing seam in middle and/or fabricated from flat sheet stock with hook strip jointing. Edges shall interlock with roof panels.
- B. Metal temperature must be maintained at a temperature of 50 deg. F. For formation by impact or at lower temperatures, pre-heating is required to avoid cracking due to cold brittleness of zinc.

2.4 DISSIMILAR METALS PROTECTION

- A. Where possible, contact between dissimilar metal surfaces shall be avoided. Where contact occurs, isolate the surfaces in one of the following methods:



1. Painting with:
 - a. Bituminous paint complying with FS-TT-C-494, Type II, 12 mils dry film thickness.
 - b. Zinc chromate primer, alkyd, complying with FS-TT-P-645.
2. Taping or gasketing with a non-absorptive material.
3. Caulking the joint between the 2 metals using sealant specified herein.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where the metal roof and flashing are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSULATION

- A. Extend insulation full thickness over entire surface to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation and mastic.
- B. Apply a single layer of insulation of the required thickness, to make up the total thickness. Stagger joints one direction as recommended by the manufacturer.
- C. Set insulation boards to metal deck using mechanical fasteners applied at the rate of one fastener per 2 sq. ft. of insulation.
- D. Do not advance the laying of insulation ahead of roofing more than necessary for sequence of operations. Cover insulation exposed at end of each day's work (and when rain threatens) with waterproofing materials. Do not permit insulation to become wet. Remove and dispose of insulation which has become wet; replace before proceeding with roofing work.
- E. Lay with edges in moderate contact but do not force into place.
- F. Stagger end joints; or tape joints where recommended by the manufacturer.
- G. Install temporary water cut-offs at completion of each days' work and remove upon resumption of work.
- H. Provide plywood cover.

3.3 UNDERLAYMENT

- A. Apply over plywood deck with ends and edges butted together; anchor to deck with galvanized steel screw anchors spaced 12" o.c. both directions.
- B. Apply one layer of vapor retarder and one layer of roofing felt over plywood offsetting joints.
- C. Overtop of building paper apply drainage mat under roofing.



3.4 SHEET METAL WORK - GENERAL

- A. Surfaces that are to receive sheet metal and underlayments shall be even, smooth, sound, clean, and dry, and free from all defects. Cutting, fitting, drilling and similar operations required to accommodate the work of other trades shall be performed. Where sheet metal abuts or merges into adjacent materials, the juncture shall be executed in a manner to assure waterproof construction.
- B. Accessories and other items essential to complete the sheet metal installation, though not specifically indicated on the drawings or specified herein, shall be provided.
- C. Sheet metal items shall be fabricated and installed in accordance with the details indicated and as specified. Sheet metal shall be formed on a bending brake. Shaping, trimming and seaming shall be done on the bench, where practicable. Bends, folds, and seams shall be made in such a manner as to avoid buckling or fullness in the metal after installation.

3.5 ERECTION - METAL PANEL ROOFING AND CLADDING

- A. Erection work shall be carried out by the crews trained by manufacturer, or by erector approved by the manufacturer, in accordance with the manufacturer's specifications and in strict conformance to reviewed shop drawings.
- B. Zinc "grain" shall be in the direction of the seams.
- C. Installation of roofing shall be from bottom of roof to top. Joints shall be staggered and in locations to Commissioner's approval. Indicate joint locations on shop drawings.
- D. Joints: All joints including expansion joints within the zinc roof system and between the zinc and adjacent materials shall be rain and snow proof. All joint systems shall be reviewed by the manufacturer. Penetrations in zinc roofing shall be made watertight by soldering, welting or double welting per approved shop drawings.
- E. Openings shall be provided as indicated on the drawings. When field cutting is undertaken, care shall be exercised to ensure that cuttings do not remain on exposed surfaces.
- F. Make minimum 12" overlap at cross seams. Provide single lock welt with an additional soldered clip. At roof penetrations, provide double cross seam with 2" overlap.
- G. Maximum permissible spacing for fasteners on roof panel as shown on approved shop drawings. All panels have a combination of fixed and sliding clips to suit roof slope and wind pressure.
- H. Maximum permissible spacing for fasteners on flashings as shown on approved shop drawings. Locate to be invisible in finished work.
- I. Free air ventilation space shall be provided immediately above the insulation. The air inlet opening shall be placed at the low point and the outlet opening shall be placed as high as possible. Refer to manufacturer's published standards.
- J. Install roofing panels in such a manner that horizontal lines are true and level and vertical lines are plumb without warp or deflection.



- K. Remove protective coating as the installation progresses.

3.6 SEALANT APPLICATION

- A. Sealant and joint backing shall be provided to perimeter joints of openings in metal panel roofing and at joints between metal panel roofing and adjoining construction.
- B. Application shall be done in accordance with joint preparation and sealant manufacturer's instructions.

3.7 MISCELLANEOUS ITEMS

- A. Expansion and Contraction Joints: Expansion and contractions joints shall be provided at intervals not exceeding 24 ft. Expansion and contraction joints shall be slip-type or loose locked. Joint covers shall be of the same gauge material as the flashing served.

3.8 CLEANING

- A. All metal work when finished shall be thoroughly cleaned of all flux, scraps and dirt. On large areas this shall be done as each section of the work is finished. Excess flux shall be neutralized by washing with a 5% to 10% solution of washing soda. After cleaning, the metal shall be washed off with clear water in two applications.
- B. Remove and replace panels and component parts of the above work which have been damaged (including finish) beyond successful repair, as directed by the Commissioner, at no additional cost to the City of New York.

END OF SECTION 07 61 00



SECTION 07 92 00

JOINT SEALERS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES:

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the joint sealers work as shown on the drawings and/or specified herein, including but not necessarily limited to the following:
 - 1. Flashing reglets and retainers.
 - 2. Coping joints.
 - 3. Exterior wall joints not specified to be sealed in other Sections of work.
 - 4. Interior wall joints not specified to be sealed in other Sections of work, including caulking to fill between architectural woodwork and any wall, floor and/or ceiling imperfections.
 - 5. Control and expansion joints in walls.
 - 6. Joints at wall penetrations.
 - 7. Joints between items of equipment and other construction.
 - 8. All other joints required to be sealed to provide a positive barrier against penetration of air and moisture.

1.3 RELATED SECTIONS

- A. Roofing - Division 7.
- B. Sealant within drywall construction - Section 092900.
- C. Sealant at tile work - Section 093000.

1.4 QUALITY ASSURANCE

- A. Qualification of Installers: Use only personnel who are thoroughly familiar, skilled and specially trained in the techniques of sealant work, and who are completely familiar with the published recommendations of the sealant manufacturer.

- B. Pre-Construction Field Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to project joint substrates according to the method in ASTM C 794 and C 1521 that is appropriate for the types of Project joints.
- C. Perform testing per ASTM C 1248 on interior and exterior sealants to determine if sealants or primers will stain adjacent surfaces. No sealant work shall start until results of these tests have been submitted to the Commissioner and he has given his written approval to proceed with the work.

1.5 SUBMITTALS

- A. Shop Drawings: Submit shop drawings showing all joint conditions, indicating relation of adjacent materials, all sealant materials (sealant, bond breakers, backing, primers, etc.), and method of installation.
 - 1. Submit joint sizing calculations certifying that movement capability of sealant is not being exceeded.
- B. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.
- C. Samples: Submit the following:
 - 1. Color samples of sealants.
 - 2. Sealant bond breaker and joint backing.
- D. Product Data: Submit manufacturer's technical information and installation instructions for:
 - 1. Sealant materials, indicating that material meets standards specified herein.
 - 2. Backing rods.
- E. Submit manufacturer's certification as required by Article 1.6 herein.
- F. Submit results of testing required in Article 1.4 herein.

1.6 MANUFACTURER'S RESPONSIBILITY AND CERTIFICATION

- A. Contractor shall require sealant manufacturer to review the Project joint conditions and details for this Section of the work. Contractor shall submit to the Commissioner written certification from the sealant manufacturer that joints are of the proper size and design, that the materials supplied are compatible with adjacent materials and backing, that the materials will properly perform to provide permanent watertight, airtight or vaportight seals (as applicable), and that materials supplied meet specified performance requirements.

1.7 ENVIRONMENTAL CONDITIONS

- A. Temperature: Install all work of this Section when air temperature is above forty (40) degrees F. and below eighty (80) degrees F., unless manufacturer submits written instructions permitting sealant use outside of this temperature range.
- B. Moisture: Do not apply work of this Section on surfaces which are wet, damp, or have frost.



1.8 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section, before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.
- C. Storage
 - 1. Store sealant materials and equipment under conditions recommended by their manufacturer.
 - 2. Do not use materials stored for a period of time exceeding the maximum recommended shelf life of the material.

1.9 GUARANTEE

- A. Provide a written, notarized guarantee from the manufacturer and the applicator stating that the applied sealants shall remain watertight for a period of two (2) years.
- B. Guarantee shall be in a form acceptable to the City of New York and executed by an authorized individual.
- C. Guarantee shall further state that installed sealant is guaranteed against:
 - 1. Adhesive or cohesive failure of sealant joints.
 - 2. Cracking greater than three (3) mils in depth developing on surface of material.
 - 3. Staining of surfaces adjacent to joints by sealants or primer by migration through building materials in contact with them.
 - 4. Chalking, or visible color change on surface of cured sealant.
 - 5. Increase or decrease of "Shore A" durometer hardness (5 second reading) of sealant of more than thirty (30) percent of seven (7) day value of "Shore A" durometer hardness of sealant.
- D. Include in guarantee provision, agreement to repair and/or replace, at Contractor's expense, sealant defects which develop during two year guarantee period, because of faulty labor and/or materials.

PART II PRODUCTS

2.1 SEALANT MATERIALS

- A. Exterior Wall Sealant: Provide one (1) part non-sag sealant equal to No. 790 or 795 made by Dow Corning, "Silpruf SCS 2000" or "LM SCS 2700" made by G.E. or "Spectrem 1" or "Spectrem 3" made by Tremco or "Sonolastic 150" by Sonneborn conforming to the minimum standards of ASTM C 920, Type S, Grade NS, Class 50.
- B. Interior Sealant: Provide a one (1) part acrylic based sealant conforming to ASTM C 834, equal to "AC-20+ Silicone" by Pecora or equal by Dow Corning, Tremco or approved equal.
- C. Colors: Custom colors of sealants as selected by the Commissioner.



2.2 MISCELLANEOUS MATERIALS

- A. Back-Up Materials: Provide back-up materials and preformed joint fillers, non-staining, non-absorbent, compatible with sealant and primer, and of a resilient nature, equal to "HBR" made by Nomaco Inc. or approved equal, twenty-five (25) percent wider than joint width. Materials impregnated with oil, bitumen or similar materials shall not be used. Provide back-up materials only as recommended by sealant manufacturer in writing.
- B. Provide bond breakers, where required, of polyethylene tape as recommended by manufacturer of sealant.
- C. Provide primers recommended by the sealant manufacturer for each material to receive sealant. Note that each exterior joint must be primed prior to sealing.
- D. Provide solvent, cleaning agents and other accessory materials as recommended by the sealant manufacturer.
- E. Materials shall be delivered to the job in sealed containers with manufacturer's original labels attached. Materials shall be used per manufacturer's printed instructions.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where joint sealers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions required by this Project where more stringent installation requirements are specified herein, such requirements shall apply.
- B. Sample Section of Sealant
 - 1. During sealant installation work in exterior wall, the manufacturer of sealant shall send his representative to the site, under whose supervision a section of the wall (used as "control section") shall be completed for purposes of determining performance characteristics of sealant in joints. Commissioner shall be informed of time and place of such installation of control section.
 - 2. Control section shall be installed according to specification given herein and shall not be considered as acceptable until written acceptance is provided by the Commissioner.
 - 3. Accepted control section shall be standard to which all other sealant work must conform.
- C. Supervision: The Contractor shall submit to the Commissioner written certification from the sealant manufacturer that the applicators have been instructed in the proper application of their materials. The Contractor shall use only skilled and experienced workmen for installation of sealant.



- D. Apply sealant under pressure with a hand or power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed. Neatly point or tool joint to provide the contour as indicated on the drawings.
- E. Preparation and Application
1. Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, surface dirt and frost. Sealant must be applied to the base surface. Previously applied film must be entirely removed.
 2. Stone, masonry and concrete surfaces to receive sealant shall be cleaned where necessary by grinding, water blast cleaning, mechanical abrading, or combination of these methods as required to provide a clean, sound base surface for sealant adhesion.
 - a. Do not use any acid or other material which might stain surfaces.
 - b. Remove laitance by grinding or mechanical abrading.
 - c. Remove loose particles present or resulting from grinding, abrading, or blast cleaning by blowing out joints with compressed air, oil and water free, or vacuuming joints prior to application of primer or sealant.
 3. Clean non-porous surfaces such as metal and glass chemically. Remove protective coatings on metallic surfaces by solvent that leaves no residue and is compatible with sealant. Use solvent and wipe dry with clean, dry lint free paper towels. Do not allow solvent to air dry without wiping. Clean joint areas protected with masking tape or strippable films as above after removal of tape film.
 4. Do not seal joints until they are in compliance with drawings, or meet with the control section standard.
 5. Joint Size and Sealant Size: Joints to receive sealant shall be at least 1/4" wide. In joint 1/4" to 3/8" wide, sealant shall be 1/4" deep. In joints wider than 3/8" and up to 1" wide, sealant depth shall be one half the joint width. For joints wider than 1", sealant depth shall be as recommended by the sealant manufacturer. Depth of joint is defined as distance from outside face of joint to closest point of the filler.
 6. Primer: Thoroughly clean joints and apply primer to all surfaces that will receive sealant. Apply primer on clean, dry surfaces, and prior to installation of joint backing. Completely wet both inner faces of the joint with primer. Mask adjacent surfaces of joint with non-staining masking tape prior to priming.
 7. Joint Backing: In joints where depth of joint exceeds required depth of sealant, install joint backing (after primer is dry) in joints to provide backing and proper joint shape for sealant. Proper shape for sealant is a very slight "hourglass" shape, with back and front face having slight concave curvature. Use special blunt T-shaped tool or roller to install joint backing to the proper and uniform depth required for the sealant. Joint backing shall be installed with approximately twenty-five (25) percent compressions. Do not stretch, twist, braid, puncture, or tear joint backing. Butt joint backing at intersections.
 8. Bond Breaker: Install bond breaker smoothly over joint backing so that sealant adheres only to the sides of the joint and not backing.



9. Sealant Application: Apply sealant in accordance with the manufacturer's application manual and manufacturer's instructions, using hand guns or pressure equipment, on clean, dry, properly prepared substrates, completely filling joints to eliminate air pockets and voids. Mask adjacent surfaces of joint with non-staining masking tape. Force sealant into joint in front of the tip of the "caulking gun" (not pulled after it) and force sealant against sides to make uniform contact with sides of joint and to prevent entrapped air or pulling of sealant off of sides. Fill sealant space solid with sealant.
10. Tooling: Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 5A in ASTM C 1193. Finished joints shall be straight, uniform, smooth and neatly finished. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Neatly remove any excess sealant from adjacent surfaces of joint, leaving the work in a neat, clean condition.
11. Replace sealant which is damaged during construction process.

END OF SECTION 07 92 00



SECTION 08 11 13

STEEL DOORS AND FRAMES

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the steel door and frame work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Hollow metal doors and frames.
 - 2. Vision panels and sidelights in doors, with tempered glass, where noted in the door schedule.
 - 3. Preparation of metal doors and frames to receive finish hardware, including reinforcements, drilling and tapping necessary.
 - 4. Preparation of hollow metal doors to receive glazing where required.
 - 5. Furnishing anchors for building into masonry and drywall.
 - 6. Factory prime painting of work of this Section not included in other sections.

1.3 RELATED SECTIONS

- A. Gypsum drywall - Section 092900.
- B. Painting and finishing - Section 099000.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, core descriptions, compliance with standards referenced herein, sound ratings, and finishes for each type of door and frame specified.
- B. Shop Drawings: Show fabrication and installation of doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, reinforcement for surface applied hardware, dimensions of profiles and hardware preparation, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessories.



- C. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Drawings.
 - 1. Coordinate glazing frames and stops with glass and glazing requirements.
- D. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing custom steel doors and frames similar to those indicated for this Project and with a record of successful in-service performance in the last three (3) years, as well as sufficient production capacity to produce required units.
- B. Source Limitations: Obtain custom steel doors and frames through one source from a single manufacturer.
- C. Work of this Section must meet the minimum standards of ANSI 250.4 and SDI-100; where more stringent requirements are specified herein, such requirements shall apply.
- D. Installation of doors, frames and hardware shall conform to the minimum standards of "Installation Guides for Doors and Hardware" of the Door and Hardware Institute.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames palletted, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Inspect doors and frames, on delivery, for damage. Minor damage may be repaired provided refinished items match new work and are approved by Commissioner; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames under cover at building site. Conform to the requirements of ANSI A 250-11-2001 for site storage unless more stringent requirements are noted herein. Place units on minimum 4-inch high wood blocking. Avoid using non-vented plastic or canvas shelters that could create a humidity chamber. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation.

PART II PRODUCTS

2.1 FABRICATION - GENERAL

- A. Fabricate hollow metal units to be rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles. Weld exposed joints continuously, grind, dress, and make smooth, flush and invisible. Metallic filler to conceal manufacturing defects is not acceptable.
- B. Unless otherwise indicated, provide countersunk flat Phillips or Jackson heads for exposed screws and bolts.



- C. Prepare hollow metal units to receive finish hardware, including cutouts, reinforcing, drilling and tapping in accordance with Finish Hardware Schedule and templates provided by hardware suppliers. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation for Hardware."
- D. Locate finish hardware as shown on final shop drawings in accordance with locations noted herein.

2.2 MANUFACTURERS

- A. Provide products manufactured by Steelcraft, Curries, Ceco Door Products, or approved equal meeting these specifications.
 - 1. Manufacturer must be a member of the Steel Door Institute, or approved equal.

2.3 FRAMES

- A. Materials: Frames shall be made of commercial grade cold-rolled steel conforming to ASTM A 1008/A, Type B not less than 14 ga., and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653 with A-60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.
- B. Design and Construction
 - 1. All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Knock-down frames will not be accepted.
 - 2. All finished work shall be strong and rigid, neat in appearance, square, true and free of defects, warp or buckle. Molded members shall be clean cut, straight and of uniform profile throughout their lengths.
 - 3. Jamb depths, trim, profile and backbends shall be as shown on drawings.
 - a. Frames at drywall partitions shall be formed with double return backbends to prevent cutting into drywall surface.
 - 4. Welded frames shall have corners mitered and reinforced, and faces of welded frames shall be continuously back welded full depth and width of frame, conforming to NAAMM Standard HMMA-820. Exposed welds shall be made smooth and flush.
 - 5. Minimum depth of stops shall be 5/8".
 - 6. Hardware Reinforcements
 - a. Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.
 - b. Minimum thickness of hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcements - seven (7) ga., 1-1/4" x 10" minimum size.
 - 2). Strike reinforcements - twelve (12) gauge



- 3). Flush bolt reinforcements - twelve (12) gauge
 - 4). Closer reinforcements - twelve (12) gauge
 - 5). Reinforcements for surface mounted hardware - twelve (12) gauge.
7. Floor Anchors
- a. Provide adjustable floor anchors, providing not less than two (2) inch height adjustment.
 - b. Minimum thickness of floor anchors shall be fourteen (14) gauge.
8. Jamb Anchors
- a. Frames for installation in stud partitions shall be provided with four (4) steel anchors of suitable design, not less than eighteen (18) gauge thickness, securely welded inside each jamb.
9. Anchors shall be hot dip galvanized per ASTM A 153.
10. Dust cover boxes (or mortar guards) of not thinner than twenty-six (26) gauge steel shall be provided at all hardware mortises on frames to be set in masonry or plaster partitions.
11. Ceiling Struts: Minimum 3/8" thick x 2" wide steel.
12. All frames shall be provided with a steel spreader temporarily attached to the feet of both jambs to serve as a brace during shipping and handling.
13. Loose glazing stops shall be of cold rolled steel, not less than twenty (20) gauge thickness, butted at corner joints and secured to the frame with countersunk cadmium-or zinc-plated screws. Interior frames may be provided with snap-on glazing stops.
- C. Finish: After fabrication, all tool marks and surface imperfections shall be removed, and exposed faces of all welded joints shall be dressed smooth. Frames shall then be chemically treated to insure maximum paint adhesion and shall be coated on all surfaces with one coat of rust-inhibitive baked-on alkyd primer standard with the manufacturer that is fully cured before shipment to a dry film thickness of 2.0 mils.

2.4 HOLLOW METAL DOORS

- A. Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A 1008/A, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets shall be not less than sixteen (16) gauge and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653, A-60 coating. The zinc alloy coating shall be a dull matte surface treated for paint adhesion.
- B. Design and Construction
1. All doors shall be custom made, of the types and sizes shown on the approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".
 2. All doors shall be strong, rigid and neat in appearance, free from warpage or buckles. Corner bends shall be true and straight and of minimum radius for the gauge of metal used.



3. Face sheets shall be stiffened by continuous vertical formed steel sections spanning the full thickness of the interior space between door faces. These stiffeners shall be not less than twenty-two (22) gauge spaced not more than six (6) inches apart, and securely attached to face sheets by spot welds not more than five (5) inches o.c. Spaces between stiffeners shall be sound deadened and thermal insulated the full height of the door with an inorganic non-combustible batt type material.
 4. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.
 5. Top and bottom edges of all doors shall be closed with a continuous recessed steel channel not less than fourteen (14) gauge, extending the full width of the door and spot welded to both faces. Doors shall have an additional flush closing channel at their top edges and, where required for attachment of weatherstripping, a flush closure also at their bottom edges. Openings shall be provided in the bottom closure of doors to permit the escape of entrapped moisture.
 6. Edge profiles shall be provided on both vertical edges of doors as follows:
 - a. Single-Acting Sing Doors: Beveled 1/8" in two (2) inches.
 - b. No square edge doors permitted.
 7. Hardware Reinforcements
 - a. Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware only in accord with the approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware (or hardware, the interrelation of which is to be adjusted upon installation - such as top and bottom pivots, floor closers, etc.) is to be applied, doors shall have reinforcing plates.
 - b. Minimum gauges for hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcement - seven (7) gauge.
 - 2). Reinforcement for lock face, flush bolts, concealed holders, concealed or surface mounted closers - twelve (12) gauge.
 - 3). Reinforcements for all other surface mounted hardware - sixteen (16) gauge.
 8. Glass Moldings and Stops
 - a. Where specified or scheduled, doors shall be provided with hollow metal moldings to secure glazing by others in accordance with glass opening sizes shown on drawings.
 - b. Fixed moldings shall be securely welded to the door on the security side.
 - c. Loose stops shall be not less than twenty (20) gauge steel, with mitered corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws spaced eight (8) inches o.c. Snap-on attachments will not be permitted. Stops shall be flush with face of door.
- C. Glass: Tempered comply with ASTM C1048.
- D. Finish: After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be



chemically treated to insure maximum paint adhesion, and shall be coated on all exposed surfaces with manufacturer's standard rust-inhibitive alkyd primer as specified for frames, which shall be fully cured before shipment.

- E. Flatness: Doors shall maintain a flatness tolerance of 1/16" maximum, in any direction, including in a diagonal direction.

2.5 HARDWARE LOCATIONS

- A. The location of hardware on doors and frames shall be as noted in "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames" of the Door Hardware Institute unless otherwise required by prevailing Handicapped Codes.

2.6 CLEARANCES

- A. Fabricate doors and frames to meet edge clearances as follows:

1. Jambs and Head: 1/8" plus or minus 1/16".
2. Meeting Edges, Pairs of Doors: 1/8" plus or minus 1/16".
3. Bottom: 3/4", if no threshold.
4. Bottom: 3/8", at threshold.

2.7 MANUFACTURING TOLERANCES

- A. Manufacturing tolerance shall be maintained within the following limits:

1. Frames

- a. Width, Measured Between Rabbets at the Head
 - 1). Nominal opening width +1/16", -1/32"
- b. Height (total length of jamb rabbet):
 - 1). Nominal opening height + 3/64"
- c. Cross Sectional Profile Dimensions
 - 1). Face: + 1/32"
 - 2). Stop: + 1/32"
 - 3). Rabbet: + 1/64"
 - 4). Depth: + 1/32"
 - 5). Throat: + 1/16". Frames overlapping walls to have throat dimension 1/8" greater than dimensioned wall thickness to accommodate irregularities in wall construction.

2. Doors

- a. Width: + 3/64"
- b. Height: + 3/64"
- c. Thickness: + 1/16"
- d. Hardware Cutout Dimensions
 - 1). Template dimensions +0.015", -0"



- e. Hardware Location: + 1/32"

2.8 PREPARATION FOR FINISH HARDWARE

A. Prepare door and frames to receive hardware:

1. Hardware supplier shall furnish hollow metal manufacturer approved hardware schedule, hardware templates, and samples of physical hardware where necessary to insure correct fitting and installation.
2. Preparation includes sinkages and cut-outs for mortise and concealed hardware.

B. Provide reinforcements for both concealed and surface applied hardware:

1. Drill and tap mortise reinforcements at factory, using templates.
2. Install reinforcements with concealed connections designed to develop full strength of reinforcements.

2.9 REJECTION

- A. Hollow metal frames or doors which are defective, have hardware cutouts of improper size or location, or which prevent proper installation of doors, hardware or work of other trades, shall be removed and replaced with new at no cost.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where steel doors and frames are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION OF DOORS AND FRAMES

A. Preparation

1. Remove welded-in shipping spreaders installed at factory.
2. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
3. Drill and tap doors and frames to receive non-templated mortised and surface-mounted door hardware.



B. Installation

1. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install standard steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
2. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. Install frames in accordance with ANSI 250.11-20001, Recommended Erection Instructions for Steel Frames, unless more stringent requirements are specified herein.
 - b. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Frames set in masonry walls shall have door silencers installed in frames before grouting.
 - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - e. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
3. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with post-installed expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.
4. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames conforming to the requirements of Section 072100, "Thermal Insulation."
5. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
6. Installation Tolerances: Adjust steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16", measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16", measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16", measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16", measured at jambs at floor.
7. Steel Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - a. Jambs and Head: 1/8" plus or minus 1/16".

- b. Between Edges of Pairs of Doors: $1/8$ " plus or minus $1/16$ ".
 - c. Between Bottom of Door and Top of Threshold: Maximum $3/8$ ".
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum $3/4$ ".
- C. Adjustments: Check and readjust operating finish hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames that are warped, bowed or otherwise unacceptable.

END OF SECTION 08 11 13

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SECTION 08 31 13

ACCESS DOORS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the access doors as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Frameless recessed panel access doors at drywall ceilings and walls.
 - 2. Framed flush panel access doors at masonry and tile walls.
 - 3. Provide access doors and frames for access from occupied spaces to the following, where indicated or required, and as directed by the trades of Divisions 22 and 26.
 - a. All shutoff or balancing valves.
 - b. Fire dampers, as required.
 - c. Points of duct access.
 - d. Pull boxes.
 - e. Controls of mechanical and electrical items.
 - f. Masonry shafts for pipes and conduits, as required.
 - g. Pipe spaces, if required.
 - h. Inlets of fans.
 - i. Fusible link and splitter damper at filter bank.
 - j. Automatic damper and motor.
 - k. Equipment not otherwise accessible.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Drywall - Section 092900.
- C. Ceramic tile - Section 093000.
- D. Valves and connections - Division 22.



1.4 QUALITY ASSURANCE

- A. For actual installation of the work of this Section, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the skills required.
- B. Fire-Resistance Ratings: Wherever a fire-resistance classification is shown, or for construction where access doors are installed, provide required access door assembly with panel door, frame, hinge and latch from manufacturers listed in Underwriters' Laboratories, Inc. "Classified Building Materials Index" for the rating shown.
 - 1. Provide UL label on each access panel.
 - 2. Provide flush, key operated cylinder lock.
- C. Size Variations: Obtain Commissioner's acceptance of manufacturer's standard size units which may vary slightly from sizes shown or scheduled.

1.5 SUBMITTALS

- A. Before any materials of this Section are delivered to the job site, submit complete manufacturer's literature to the Commissioner. Submit plans and schedules showing size and location of each and every access door for Commissioner's acceptance prior to installation.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART II PRODUCTS

2.1 MATERIALS AND FABRICATION

- A. Provide access door assembly manufactured by Milcor Inc, or equal made by Nystrom Inc., Karp Associates, Inc. or approved equal. Assembly shall be an integral unit complete with all parts and ready for installation.
- B. Fabricate units of continuous welded steel construction. Grind welds smooth and flush with adjacent surfaces. Provide attachment devices and fasteners of the type required to secure access panels to the types of supports shown.
- C. Frames for Masonry and Tile Wall Only (Flush Panel Units)
 - 1. Fabricate frame from sixteen (16) gauge steel. Provide frame with exposed flange not less than one (1) inch wide around perimeter of frame for the following construction:
 - a. Exposed masonry.
 - b. Tile finish.



2. For installation in masonry construction, provide frames with adjustable metal masonry anchors.
- D. Frameless Units for Drywall Surfaces (Recessed Panel Units): Provide access doors without exposed frames for drywall adhered to recessed panel.
- E. Panels: Fabricate from fourteen (14) gauge steel, with concealed spring hinges set to open to 175 degrees. Provide removable pin type hinges of the quantity required to support the access panel sizes used in the work. Finish with manufacturer's factory applied baked enamel prime coat applied over phosphate protective coating on steel.
- F. Locking Devices
 1. For non-rated access doors, provide flush, screwdriver operated cam locks of number required to hold door in flush, smooth plane when closed.
 2. For fire rated doors, provide locks as described in paragraph 1.4, B. herein.
- G. Inserts and Anchorage: Furnish inserts and anchoring devices which must be built into masonry for the installation of access panels. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where access doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 COORDINATION

- A. Coordinate all work with the mechanical trades to insure proper locations and in a timely manner to permit orderly progress of the total work.
- B. Set frames accurately in position and securely attach to supports with face panels plumb or level in relation to adjacent finish surfaces.
- C. Adjust hardware and panels after installation for proper operation.
- D. Remove and replace panels or frames which are warped, bowed, or otherwise damaged.

END OF SECTION 08 31 13



**Department of
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FMS No. - P109STARA
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SECTION 08 33 23

ROLL UP DOORS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the roll up doors as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Roll up doors.
 - 2. Hardware and accessories.
 - 3. Motor operation.

1.3 RELATED SECTIONS

- A. Painting - Section 099000
- B. Electrical service - Division 26.

1.4 QUALITY ASSURANCE

- A. Furnish each roll up door as a complete unit produced by one manufacturer, including hardware, accessories, mounting and installation components.
- B. Provide each type of roll up door by one manufacturer for entire project.
- C. Wind Loading: Design and reinforce exterior roll up doors to withstand a thirty (30) lb. per square foot wind loading pressure, unless otherwise indicated.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, roughing-in diagrams, and installation instructions for each type and size of overhead coiling door. Include operating instructions and maintenance information.
- B. Shop Drawings: Submit shop drawings for special components and installations which are not fully dimensioned or detailed on manufacturer's data sheets.



1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements.

PART II PRODUCTS

2.1 MANUFACTURER

- A. Provide advance performance roll up doors Model Rapidslat Series 626 Stormtite insulated door by Overhead Door Corp., or equal by Cornell Iron Works Inc., or approved equal meeting these specifications.

2.2 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Shutter Curtain: Fabricate roll up door curtains of interlocking flat slats designed to withstand required wind loading, of continuous length for width of doors, without splices. Provide slats of structural quality, minimum twenty (20) gauge cold-rolled galvanized steel sheets complying with ASTM A 924, Grade A, with G90 zinc coating, complying with ASTM A 653, and phosphate treated before fabrication.
 - 1. Curtain shall be insulated with R-Value of 7.7 and 22 ga. back-up sheet.
- B. Endlocks: Malleable iron castings galvanized after fabrication, secured to curtain slats with galvanized rivets. Provide locks on alternate curtain slats for curtain alignment and resistance against lateral movement.
- C. Windlocks: Malleable iron castings secured to curtain slats with galvanized rivets. Provide windlocks on roll-up doors approximately twenty-four (24) inches o.c. on both edges of curtain.
- D. Bottom Bar: Consisting of two (2) angles, each not less than 1-1/2" x 1-1/2" x 1/8" thick, either galvanized or stainless steel or aluminum extrusions to suit type of curtain slats.
- E. Curtain Jamb Guides: Fabricate curtain jamb guides of steel angles, or channels and angles with sufficient depth and strength to retain curtain loading. Build up units with minimum 3/16" thick steel sections, galvanized after fabrication. Slot bolt holes for track adjustment.
 - 1. Secure continuous wall angle to wall framing by 3/8" minimum bolts at not more than twenty-four (24) inches o.c. Extend wall angles above roll up door opening head to support coil brackets, unless otherwise shown. Place anchor bolts on exterior wall guides so they are concealed when roll up door is in closed position. Provide removable stops on guides to prevent over-travel of curtain, and continuous bar for holding windlocks.
- F. Weather Seals: Provide vinyl or neoprene weatherstripping for exterior doors. At door heads, use 1/8" thick continuous sheet secured to inside of curtain coil hood. At door jambs, use 1/8" thick continuous strip secured to exterior side of jamb guide.



2.3 COUNTERBALANCING MECHANISM

- A. Counterbalance doors by means of adjustable steel helical torsion spring, mounted around a steel shaft and mounted in a spring barrel and connected to door curtain with required barrel rings. Use grease sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Counterbalance Barrel: Fabricate spring barrel of hot-formed structural quality carbon steel, welded or seamless pipe, of sufficient diameter and wall thickness to support curtain without distortion of slats and limit barrel deflection to not more than 0.03" per foot of span under full load.
- C. Provide spring balance of one or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Provide cast steel barrel plugs to secure ends of springs to barrel and shaft.
- D. Fabricate torsion rod for counterbalance shaft of cast-hardened steel, of required size to hold fixed springs ends and carry torsion load.
- E. Brackets: Provide mounting brackets of manufacturer's standards design, either cast iron or cold-rolled steel plate with bell mouth guide groove for curtain.
- F. Hood: Form to entirely enclose coiled curtain and operating mechanism at opening head, and act as weather seal. Contour to suit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Provide closed ends for surface-mounted hoods, and any portion of between-jamb mounting projecting beyond wall face. Provide intermediate support brackets as required to prevent sag.
 - 1. Fabricate steel hoods for doors of not less than twenty (20) gauge hot-dip galvanized steel sheet with G90 zinc coating, complying with ASTM A 525. Phosphate treat before fabrication.

2.4 INSERTS AND ANCHORAGES

- A. Furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of units. Provide setting drawings, templates, instructions and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.
- B. Refer to concrete and masonry Sections of these specifications for installation of inserts and anchorage devices.

2.5 PAINTING

- A. Weathered Finish: Industrial textured powder coat provides a thicker, more scratch resistant coat. Applied to entire door system including slats, guides, bottom bar and head plate. Provide PowderGuard Weathered Finish, or approved equal.

2.6 ELECTRIC DOOR OPERATORS

- A. Furnish electric door operator assembly of size and capacity recommended and provided by door manufacturer; complete with electric motor and factory pre-wired motor controls, gear reduction unit, solenoid operated brake, remote control stations, control devices, conduit and wiring from controls to motor and control stations, and accessories required for proper operation.



1. Opening Speed: 20 inches per second.
 2. Closing Speed: 12 inches per second.
- B. Provide hand operated disconnect or a mechanism for automatically engaging a sprocket and chain operator and releasing brake for emergency manual operation. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- C. Design operator so that motor may be removed without disturbing limit switch adjustment and without affecting emergency auxiliary operator.
- D. Door Operator Type: Provide wall or bracket mounted door operator units consisting of electric motor, worm gear drive from motor to reduction gear box, chain or worm gear drive from reduction box to gear wheel mounted on counterbalance shaft, and a disconnect-release for manual operation. Provide motor and drive assembly of horsepower and design as determined by door manufacturer for size of door required.
- E. Electric Motors: Provide high starting torque, reversible, constant duty, Class A insulated electric motors with overload protection, sized to move roll up door in either direction, from any position, at not less than 2/3 foot nor more than one (1) foot per second.
1. Coordinate wiring requirements and current characteristics of motors with building electrical system.
 2. Furnish totally enclosed, non-ventilated type motors, fitted with plugged drain, and controller with NEMA Type 4 enclosure.
- F. Remote Control Station: Provide momentary contact, 3-button control station with push button controls labeled "open," "close," and "stop."
1. Provide interior units, full-guarded, surface mounted, heavy duty, with NEMA Type 4 enclosure.
- G. Automatic Reversing Control: Furnish each door with automatic safety switch, extending full width of door bottom, and located within neoprene or rubber astragal mounted to bottom door rail. Contact with switch before fully closing will immediately stop downward travel and reverse direction to fully opened position. Connect to control circuit through retracting safety cord and reel, or self-coiling cable.
1. Provide electrically actuated automatic bottom bar.
- H. Locking Device: Curtain shall have cylinder locking device, including cylinder and 2 deadbolts, one at each end. Provide electric interlocks that prevent motor from operating when lock is engaged.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where roll up doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.



3.2 INSTALLATION

- A. Install roll up door and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports in accordance with final shop drawings, manufacturer's instructions, and as specified herein.
- B. Upon completion of installation, including work by other trades, lubricate, test and adjust roll up doors to operate easily, free from warp, twist or distortion and fitting weather-tight for entire perimeter.

END OF SECTION 08 33 23



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FMS No. - P109STARA
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SECTION 08 51 13

ALUMINUM WINDOWS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the aluminum windows as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Aluminum windows.
 - 2. Miscellaneous insulation at window frames.
 - 3. Anchors, hardware and accessories including trim pieces and panning.

1.3 RELATED SECTIONS

- A. Caulking and sealing - Section 079200.

1.4 PERFORMANCE REQUIREMENTS

- A. Windows shall conform to the "Voluntary Specification for Aluminum Prime Windows & Sliding Glass Doors" as published by ANSI/AAMA 101/I.S.2-97 unless more stringent requirements are specified. Windows shall conform to minimum standards of AAW60 for fixed windows.
- B. Performance and Testing: Except as otherwise indicated, comply with air infiltration tests, water resistance tests and applicable load tests specified in ANSI/AAMA 101/I.S.2-97 for type and classification of window units required in each case.
 - 1. Testing: Where manufacturer's standard window units comply with requirements and have been tested in accordance with specified tests, provide certification by manufacturer to the Commissioner and City of New York showing compliance with such tests; otherwise, perform required tests through an AAMA-accredited testing laboratory or agency, and provide certified test results to the Commissioner and City of New York.
 - 2. Test reports shall be not more than four years old.
 - 3. Sample submitted for tests shall be manufacturer's standard construction and whose overall dimensions shall be at least the lay-out size window and window/door unit required for this Project. Sequence of test shall be optional between manufacturer and the testing laboratory except that in all cases, air



- infiltration test shall be performed before water resistance test. Sash in sample shall contain the approximate configuration as that of windows to be tested.
4. To evaluate testing and measure product performance, testing shall be conducted on manufacturer's standard product glazed with type of glazing material specified herein.
- C. A thermal transmittance test and a condensation resistance test shall be conducted according to AAMA 1503-04, "Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections." Standard test conditions as specified in Section 9.1 of the 1503.1-04 shall be used. Windows shall meet the following minimum criteria:
1. Condensation Resistance Test (CRF)
 - a. With window sash and ventilators closed and locked, test unit in accordance with AAMA 1502.7.
 - b. Condensation Resistance Factor (CRF) shall be not less than 59.0 for glass and 54.0 for frame.
 2. Thermal Transmittance Test (Conductive U-Value)
 - a. With window sash and ventilators closed and locked, test unit in accordance with AAMA 1503.0.
 - b. Conductive thermal transmittance (U-value) shall be not more than 0.5 BTU/hr/sf/deg. F.
- D. Manufacturers shall have been engaged in the manufacture of aluminum windows of grades specified for not less than three (3) years.
- E. Provide anchorage of window to building substrate to withstand pressure or suction winds loads per requirements of the Building Code but not less than 30 psf.
- F. Life Cycle Testing: When tested in accordance with AAMA 910-93, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage which would cause the window to be inoperable at the conclusion of testing. Air infiltration and water resistance tests shall not exceed the primary performance requirements specified.
- G. Fabricate and install window to allow for thermal movement of materials when subject to a temperature differential from -30 deg. F. to +180 deg. F. without damage of any finish.
- H. Take field measurements of existing openings prior to submitting shop drawings and show same on shop drawings for each opening. Note that the Contract Drawings show general locations and sizes of windows, but the Contractor shall remain responsible for all field measurements, quantities, etc.
- I. Thermal-Break Construction: Fabricate exterior aluminum storefront framing system with integrally concealed, low conductance thermal barrier, located between exterior materials and exposed interior members, in manner which eliminates direct metal-to-metal contact. Provide manufacturer's standard construction which has been in use for similar projects for at least three years.
- J. Solar Heat- Gain Coefficient (SHGC): Provide Window with a SHGC maximum of 0.4, determined in accordance with NFRC 200.
- K. Provide assemblies and units designed, fabricated, and installed with provisions for integrating perimeters of window units with continuous, unbroken barrier, in an effective and readily achievable fashion;



Manufacturer, Installer, and Contractor shall assume joint responsibility to plan, coordinate, and accomplish the integration. See drawings and specifications for location of air barrier, and configuration in vicinity of openings.

1.5 SUBMITTALS

A. Shop Drawings

1. Shop drawings shall show in detail and fully indicate the location and the quantities of all the work, the kind, finish, size, section of each unit, overall and detail dimensions, factory and field joint locations, arrangements and details, location and detail of each piece of anchorage, flashings, supporting construction provisions for the work of others.
2. Shop drawings shall show all surrounding conditions on elevations and details, including steel, concrete, masonry, lintels, block, and anchorage; all correctly dimensioned.
3. Shop drawings of building elevations shall be at scale of $1/8" = 1'-0"$, or larger. Other shop drawings shall be at a scale that is normal to trade, or larger if required by Commissioner.
4. Contract drawings may not be used (reproduced, enlarged, reduced, etc.) by Subcontractor for shop drawings.
5. Shop drawings also shall fully demonstrate all requirements respecting the manufacture, finishing, handling, storage, carting sequence and erection of all materials specified herein.
6. Show joinery techniques, provision for horizontal and vertical expansion, drainage and weep systems, glass and metal thicknesses and framing member profiles.
7. Identify all materials, including metal alloys, glass types, fasteners, and glazing materials. Identify all shop and field sealants by product name and locate on drawings. Glazing details shall be at full size scale.
8. Show dimensioned position of glass edge relative to metal rabbet.
9. Shop drawings shall show attachments of window assemblies to adjoining construction and location of all work; kind, finish and size of frames, overall and detail dimensions, location and detail of each anchorage; supporting and adjoining construction; provision for the work of other trades; and all other required information.
10. Contractor shall verify all measurements of existing window openings in the field before commencing fabrication.
11. Any proposed deviations from work shown on the Contract drawings shall be indicated and so identified on shop drawings for Commissioner's review.

B. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.

C. Samples

1. Submit 12" long sample of extrusion with specified finish.



2. Full size corner section of all types of aluminum frame, showing construction, glass and finishing - 12" x 12".
 3. All fasteners, straps, hardware, locks and keys, sealant, etc.
- D. Submit certified test results as required herein.
- E. Guarantees as noted in 1.8.

1.6 DELIVERY, STORAGE AND HANDLING

A. Protection

1. Materials shall be packed, loaded, shipped, unloaded, stored and protected in a manner which will avoid abuse, damage and defacement in accordance with the recommendations contained in the AAMA Aluminum Curtain Wall Manual #10 entitled "Care and Handling of Architectural Aluminum From Shop to Site."
2. Remove all paper type wrappings and interleavings that are wet or which could become wet when unloading materials.
3. Store inside structure in space designated by City of New York.
4. Stack vertically or on edge so that water cannot accumulate on or within materials using wood or plastic shims between components to provide water drainage and air circulation.
5. Cover materials with tarpaulins or plastic hung on frames to provide air circulation and prevent contaminants from contacting aluminum.
6. Keep water away from stored assemblies.
7. The Contractor shall be responsible for taking the steps necessary to protect the materials from careless handling of tools, weld splatter, acids, roofing tar, solvents, abrasive cleaners, and other items that could damage window components and finish.

1.7 MANUFACTURER'S REPRESENTATIVE

- A. Contractor shall require representative of manufacturer of the windows to provide field instructions and supervision of the installation of the windows.
- B. Contractor shall require the manufacturer's representative to make sure that the subcontractor's workmen are fully instructed and trained in the handling and application of all the materials, and shall see that all the materials are correctly installed.
- C. Upon completion of the installation, the Contractor shall submit to the Commissioner in written form certification that the representative of the manufacturer of the windows has supervised the work of this Section and that all windows are correctly installed.

1.8 WARRANTY

- A. Aluminum Windows and Related Materials: Ten (10) year manufacturer's warranty on materials and workmanship, including finish on aluminum and on glass and glazing.



PART II PRODUCTS

2.1 WINDOWS

- A. Aluminum windows shall be the following models made by Kawneer, or equal by Wausau, EFCO, Mannix, Architectural Windows Manufacturing Corp., or approved equal.

1. Basis of Design for Fixed Windows: Series 2250 Epic by Kawneer.

2.2 CASEMENT WINDOWS

- A. Aluminum Windows and Components

1. Extruded aluminum prime billet 6063TS, aluminum sheet 5005 H32 (anodic) or 3003 H14
2. Minimum principal window member wall thickness 1/8".
3. See Drawings for profiles.
4. Vent sections must be tubes.

- B. Thermal-Break, Frame and Vent: Factory poured in place polyurethane into prefinished cavity in manufacturer's plant providing minimum 3/8" separation.

- C. Weatherstripping: Extruded sponge neoprene meeting ASTM C509.

- D. Glass and Glazing: Shop glaze, 1" IGU complying with ASTM E774..

- E. Fabrication

1. General

- a. Finish, fabricate and shop assemble frame and sash members into complete windows under responsibility of one manufacturer.
- b. No bolts, screws or fastenings to bridge thermal barriers or impair independent frame movement.

2. Main Frame Members: Miter all corners and continuously weld along unexposed surfaces so as not to affect the structural or thermal integrity of the thermal barrier, then seal weathertight.

3. Weatherstripping

- a. Two rows (both inner and outer overlap contacts) of extruded neoprene meeting ASTM C 509 in extruded races about perimeter of operating sash.
- b. Securely stake and join at corners.

4. Glass Drainage: Provision shall be made to insure that water will not accumulate and remain in contact with the perimeter areas of sealed insulating glass.

2.3 FINISH OF ALUMINUM

- A. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Acid-chromate-fluoride-phosphate conversion coating; Organic Coating: As specified



below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.

1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605-02.
2. Custom color and gloss as selected by the Commissioner.

PART III EXECUTION

3.1 INSPECTION AND REMOVALS

- A. Examine surfaces and conditions where aluminum windows are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.
- B. Verify dimensions taken at the job site affecting the work. Bring field dimensions which are at variance to the attention of the Commissioner. Obtain decision regarding corrective measures before the start of installation.

3.2 INSTALLATION

- A. Use only skilled tradesman with work done in accordance with approved Shop Drawings and specifications.
- B. Plumb and align window faces in a single plane for each wall plane and erect windows and materials square and true adequately anchored to maintain positions permanently when subjected to normal thermal and building movement and specified wind loads.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weathertight installation at all metal-to-metal joints and intersections of frames and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.
- E. Aluminum shall be insulated from direct contact with steel, masonry, concrete, or non-compatible materials by bituminous paint, zinc chromate primer, or other suitable insulation material.
- F. Blanket insulation shall be installed behind aluminum covers, panning and trim to insure thermally insulated seal.

3.3 ADJUSTING AND CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, etc.
- B. Glass that is broken, damaged, cracked, or permanently stained shall be replaced.
- C. Final cleaning of finish shall be in accordance with AAMA 610.1.



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FMS No. - P109STARA
Issue Date - 06/01/2017

END OF SECTION 08 51 13

Starlight Park Comfort Station

Aluminum Windows
08 51 13 - 7



**Department of
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FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 08 63 00

METAL FRAMED SKYLIGHT

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the metal framed skylight as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Metal framed skylight.
 - 2. Gaskets and fasteners.
 - 3. Glass and glazing of skylight.

1.3 RELATED SECTIONS

- A. Carpentry - Section 062000.

1.4 QUALITY ASSURANCE

- A. Work of this Section, including engineering, fabrication, finishing, preparation at the job site, erection and glazing of the skylight system shall be the responsibility of the skylight manufacturer. The manufacturer shall be regularly engaged in the preceding phases of construction of skylights and be able to demonstrate that he has successfully performed on comparable projects over the previous three (3) years.
- B. Refer to Article 3.6 herein for field testing of skylight.
- C. Pre-Construction Conference: Attend a pre-construction conference with the City of New York, Commissioner, Contractor and all involved trades to discuss the work and coordination with other trades.

1.5 REFERENCES

- A. Aluminum Association Incorporated (AA): SAS-30 Specifications for Aluminum Structures.
- B. American Architectural Manufacturers Association (AAMA)
 - 1. 501.3: Field Check of Water Penetration Through Installed Exterior Windows, Curtain Walls and Doors by Uniform Air Pressure Difference.



2. 2605.2: Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.
 3. Glass Design for Sloped Glazing.
 4. Skylight Handbook Design Guide.
 5. Sloped Glazing Guidelines.
- C. American National Standards Institute (ANSI): Z97.1-1984 - Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- D. American Society for Testing and Materials (ASTM)
1. A 193: Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High Temperature Service.
 2. A 307: Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 3. B 209: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 4. B 211: Specification for Aluminum-Alloy Bar, Rod, and Wire.
 5. B 221: Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes.
 6. B 316: Specification for Aluminum and Aluminum-Alloy Rivet and Cold-Heading Wire and Rods.
 7. C 719: Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cycle Movement.
 8. C 794: Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
 9. C 1036: Specification for Flat Glass.
 10. C 1048: Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
 11. D 395: Test Methods for Rubber Property-Compression Set.
 12. D 412: Test Methods for Rubber Properties in Tension.
 13. D 1171: Test Method for Rubber Deterioration - Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens).
 14. D 2240: Test Method for Rubber Property - Durometer Hardness.
 15. E 283: Test Method for Rate of Air Leakage Through Exterior Window, Curtain Walls, and Doors.
 16. E 330: Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
 17. E 331: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.



18. E 547: Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Cyclic Static Air Pressure Difference.
 19. E 773: Test Method for Seal Durability of Sealed Insulating Glass Units.
 20. E 774: Specifications for Sealed Insulating Glass Units.
 21. E 783: Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors.
- E. Consumer Product Safety Commission (CPSC): 16CFR Part 1201 - Architectural Glazing Standards and Related Material.
- F. Glass Association of North America (GANA): Glazing Manual.
- G. Insulating Glass Certification Council (IGCC): Classification of Insulating Glass Units.

1.6 SYSTEM DESCRIPTION

A. Design Requirements

1. Extruded aluminum members with a system of alternate serrations for attachment of exterior glass retainers with 1/4" x 20 stainless steel screws and snap on aluminum caps.
2. Integral continuous interior guttering system within skylight framing members for positive drainage of condensation.
3. Skylights shall have weep holes to drain water to the exterior, one 3/8" dia. Weep positioned within 6" of rafter base.
4. Finish glazed exterior horizontal joints with fully capped system.
5. Full silicone wet seals along both sides of all exterior glass retainers.
6. Aluminum gutters, with insulation and pitched liners where shown on drawings.

B. Performance Requirements

1. Structural Members: Of sufficient sizes to support design loads of forty (40) psf live load, forty (40) psf wind load and fifteen (15) percent overload and 250 lbs. concentrated downward load applied anywhere on the surface without metal or glass failure. If prevailing Code requires greater loads, such greater loads shall comply.
2. The deflection of a framing member in a direction normal to the plane of glass when subjected to a uniform load deflection test in accordance with ASTM E 330, and per the above specified loads, shall not exceed 1/175 nor one (1) inch of its clear span for spans less than twenty (20) feet or 1/240 of clear spans greater than twenty (20) feet.
3. The deflection of a framing member in a direction parallel to the plane of the glass, when carrying its full dead load, shall not exceed an amount which will reduce the glass or panel bite below seventy-five (75) percent of the design dimension and the member shall have a 1/8" minimum clearance between



itself and the edge of the fixed panel, glass, or component immediately adjacent, nor shall it impair the function of or damage any joint seals.

4. **Design Factor of Safety:** All structural components of the skylights, including members, glazing stops, weldments, and connections shall be capable of withstanding a static air pressure difference of 1.5 times the total design load, positive and negative, maintained without glass breakage, damage or distress to fasteners, or any other components when tested in accordance with ASTM E330. Permanent deformation of any frame or sash component after test-load release shall not exceed 1/500 of its span
5. **Air Infiltration:** Infiltration averaged over frontal area of skylights shall not exceed 0.01 cfm/sf when subjected to 6.25 psf positive pressure and tested in accordance with ASTM E 283.
6. **Water Penetration**
 - a. Water penetration is defined as any water exclusive of condensation that appears on the interior side.
 - b. Any water that enters the skylight shall be controlled within it and drained through its exterior surfaces.
 - c. Penetration shall not occur should skylights be subjected to the following inward pressures acting normal to any surface when exposed to a water discharge rate of five gallons of water per hour per square foot of frontal area and tested in accordance with the appropriate referenced specification.
 - 1). 15 psf static pressure for 15 minutes, ASTM E 331.
 - 2). 45 min. cycles at 15 psf with one (1) min., intervals at 0 psf with continuous water application per ASTM E 547.
7. **Thermal Performance**
 - a. Provide for such expansion and contraction of component materials from -20 deg. F. to one-hundred-eighty (180) degrees F. without causing buckling, stresses on glass, failure of seals, undue stress on structural elements, reduction of performance or other detrimental effects.
 - b. **Average Thermal Conductance:** Provide skylight systems with average U-factor of not more than 0.6 btu/h/ft²/°F when tested according to AAMA 1503. Commissioner may approve skylight systems with higher U-factors if thermal performance is limited by glazing requirements
8. Where permitted by code, a 1/3 increase in allowable stress for wind or seismic load shall be acceptable, but not in combination with any reduction applied to combined loads. In no case shall allowable values exceed the yield stress.
9. Compression flanges of flexural members may be assumed to receive effective lateral bracing only from anchors to the building structure and horizontal glazing bars or interior trim which are in contact with fifty (50) percent of the member's total depth.
10. Thermal breaks shall be assumed to have no ability to transfer shear stress for composite action of flexural members. Elements jointed by a thermal break shall be assumed to act separately.



11. The skylight framing shall be designed to exert no horizontal reactions under vertical gravity type loads, (dead, snow, live). Unbalanced live loads, (wind, seismic, etc.), acting upon the skylight will produce horizontal reactions that shall be resisted by the support structure.
12. For Field Testing, refer to Article 3.6 herein.

1.7 SUBMITTALS

- A. Prior to construction of the work, submit shop drawings for the fabrication and installation of all work and associated components.
 1. Details of all work, at full scale as far as practical, showing metal and glass thicknesses, arrangement of components, of joining, details of all field connections and anchorage, field measurements, diagrams and details explaining provisions for thermal movement, waterproofing, fastening and sealing methods, glazing methods, insulation, metal finishes and all other pertinent information.
 2. Include structural calculations for the work and its anchorage to the building structure and all materials and all connections fully dimensioned. Show ultimate factor of safety. Drawings and calculations shall bear the seal and signature of a professional Engineer licensed in the State of New York. All calculations shall be in accordance with the current design rules of the Aluminum Association, AISI, AISC, and ACI.
 3. Show all dimensions including section thickness, frame lap over glass and edge clearance. Show tolerances for all dimensions including field dimensions, mill and shop dimensions and glass dimensions.
- B. Submit samples of all materials to be encompassed in the work in size and quantity, as required by the Commissioner. These will include, but not be limited to, samples of:
 1. Aluminum rafter component eighteen (18) inches long.
 2. Each type and thickness of glass 12" x 12".
 3. Gaskets, sealing materials, joint fillers, back-up rods and flashing.
- C. Manufacturer's Literature: Submit technical descriptive data and installation instructions for each type of glass and glazing material.
- D. Submit certification that skylight assembly, including glass, is capable of meeting performance criteria specified herein.

1.8 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Verify the availability of all specified items, and order in advance to avoid delays to the work. Certain materials may require considerable lead-time for delivery.



- C. All materials are to be new. Handle, store, and install materials as recommended by the manufacturer except as required by these Specifications. Materials shall be delivered to the job site in their original containers with the manufacturer's name, grade, number, and batch identification on the container or packaging.
- D. Keep all materials dry while transported, stored, and delivered. Do not allow materials to be exposed to any moisture at any time, and promptly remove exposed materials from the site.
- E. Store all materials on pallets and cover with canvas tarpaulins (not polyethylene), top to bottom.
- F. Handle all materials to avoid damage. Promptly remove from site and materials rejected by the Commissioner.
- G. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.9 WARRANTY

- A. Manufacturer shall certify that skylight frame is free of defects in design, material, and construction, and that the skylight is warranted against leakage for a period of ten (10) years.

PART II PRODUCTS

2.1 MANUFACTURER

- A. Provide extruded aluminum framed skylight equal made by Acralight International Skylights, Naturalite/EPI Skylight Systems Inc., Oldcastle/Vistawall or Super Sky Products Co. or approved equal

2.2 MATERIALS

- A. Framework
 - 1. Principal Supporting Members: 0.125" minimum thickness extruded aluminum, alloy 6063-T5, 6063-T6, or 6061-T6 per ASTM B 221. Sizes, shapes and profiles as indicated on Drawings.
 - 2. Snap-On Covers and Miscellaneous Non-Supporting Trim: 0.062" minimum thickness extruded aluminum, alloy 6063-T5, per ASTM B 221.
 - 3. Principal Formed Metal Members: 0.125" minimum thickness aluminum, alloy 6061-T6, per ASTM B 209.
 - 4. Supporting Aluminum Gutters: Thickness as required by engineering calculations, based upon skylight reactions and applied design loads.
- B. Glazing Strips
 - 1. Type 1: Extruded heat cured silicone rubber or EPDM designed to prevent adhesion, and comply with the following specifications:
 - a. Hardness: ASTM D 2240 Type A, 50 \pm 5 durometer.
 - b. Tensile Strength: ASTM D 412 800 psi (minimum).



- c. Elongation: Three-hundred (300) percent (minimum).
 - d. Tear, Die B, psi: Sixty-five (minimum).
 - e. Color: Black.
- 2. Compression Set: ASTM D 395, Method B, twenty-two (22) hours at 212 degrees F., twenty (20) percent (maximum).
- 3. Heat Aging Characteristics
 - a. Seventy (70) hours at 212 degrees F.
 - b. ASTM D 2240 Hardness Change: +3 durometer.
 - c. ASTM D 412 Tensile Change: -10%.
 - d. ASTM D 412 Elongation Change: -20%.
- 4. ASTM D 1171 Weather Resistance at one (1) part ozone per million, five-hundred (500) hours at 20% Elongation: No cracks.
- 5. No visual checks, cracks or breaks after completion of tests.
- C. Setting Blocks: Extruded Type II silicone rubber designed to permit adhesion and comply with the following specifications:
 - 1. Hardness: ASTM D 2240, Type A, 80 \pm 5 durometer.
 - 2. Color: Black.
- D. Fasteners
 - 1. For Exterior Cap Retainers: ASTM A 193 B8 300 series stainless steel screws.
 - 2. For Framework Connections: ASTM B 211 2024-T4 aluminum, ASTM A 193 B8 300 series stainless steel, ASTM B 316 aluminum rivets, as required by connection.
 - 3. For Anchoring Skylight To Support Structure: Stainless steel size and type as shown on approved shop drawings.
- E. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Acid-chromate-fluoride-phosphate conversion coating; Organic Coating: As specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
 - 1. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermo-cured system consisting of specially formulated inhibitive primer and fluoropolymer color intermediate coat containing not less than 70 percent polyvinylidene fluoride resin by weight and clear topcoat; complying with AAMA 2605-02.
 - 2. Custom color and gloss as selected by the Commissioner.
- F. Glass



1. Standard Certification Requirements

- a. Float Glass: ASTM C1036.
- b. Heat Treated Glass: ASTM C1048, with surface stress of 5000 psi \pm 1500 psi.
- c. Laminated Glass: Two (2) lites interleaved with polyvinyl butyral (PVB). Units must meet criteria of ANSI Z97.1 and CPSC 16 CFR 1201 for safety glazing. Provide PVB layer of 0.060" for heat strengthened units.
- d. Insulating Glass: CBA rated by the Insulating Glass Certification Council (IGCC) when tested in accordance with ASTM E773 and ASTM E774. Dual edge seals with secondary seal being silicone. Exterior lite of fully tempered glass and interior lite of laminated glass.

2. Performance Requirements

- a. Probability of breakage not to exceed 8/1000 for vertical glass and 1/1000 for sloped glass upon first application of design wind and live load pressures. For glass selection, design wind pressure for a one (1) minute duration. For loads of longer duration use standard engineering practices for glass selection.
 - b. Probability of breakage due to anticipated thermal stress not to exceed 8/1000 for vertical glass and 1/1000 for sloped glass.
3. Provide one (1) percent attic stock of each glass size.
4. Glazing Unit Composition: 1-5/16" insulated glass consisting of 1/4" Gray tinted tempered glass exterior lite; 1/2" air space, and 9/16" clear laminated tempered interior lite with a 0.060" PVB interlayer.

G. Metal Flashing

1. Skylight Sill and Curb Flashing: Stainless steel AISI Type 304, 2D finish (dead soft fully annealed), 24 ga; Back-up plates for curb flashing: 22 ga.
2. Fasteners and Accessories for Stainless Steel:
3. Stainless-steel screws, bolts, and washers as required.
4. Rivets for stainless-steel flashing connections: Solid stainless-steel 3/16 in. dia. flat head rivets of proper length for material being fastened, "pop-rivets" are prohibited.
5. Do not use powder-activated or pneumatic fasteners.
6. Membrane Flashing for Joints: 0.060 in. thick, uncured EPDM flashing membrane; with primers and adhesives as required and supplied by the membrane manufacturer.
7. Bond Breaker: Polyethylene tape.
8. Solder: ASTM B32, bar form, 60% block tin and 40% pig lead. Use an approved brand of solder flux.

H. Sealant



1. Non-Structural Flush Glazed Joints and Weather Seal Joints: Silicone sealants applied in accordance with manufacturer's recommendations.

2.3 FABRICATION

- A. Construct skylight using extruded aluminum members.
- B. Construct skylight using a continuous aluminum curb with expansion joints as required.
- C. Insofar as practicable, fit and assemble work in manufacturer's shop. Work which cannot be permanently assembled shall be shop assembled, marked, and disassembled before shipment to the jobsite.
- D. Design rafter bars for snap-in type glazing strips.
- E. Attach snap-on cap retainers using stainless steel fasteners into a system of alternate serration's, at a maximum spacing of twelve (12) inches o.c.
- F. Design snap-on cap retainer fasteners to provide not more than ten (10) lbs. per linear inch of compression on the glazing strips and glass edge.
- G. Use snap-on type caps to conceal snap-on cap retainer fasteners.
- H. Where applicable shop rivet or weld aluminum clips to framing members, or field bolt at installation.
- I. Set glass with glazing strips specified herein.
- J. Use silicone setting blocks to support glass and to provide proper edge clearances and glass bites as outlined below, in accordance with GANA recommendations:
 1. Set blocks not less than six (6) inches from edge of glass for support of unit.
 2. Glass Bite: Not less than 1/2" or more than 5/8" on any side of a glass unit.
 3. Maintain 1/4" edge clearance between glass and adjacent metal framework.
 4. Use rubber spacers to maintain separation of glass and adjacent metal framework.
- K. Locate weep holes in curb to positively drain condensation to exterior of skylight at each rafter connection.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where metal framed skylight is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work. Starting of work means acceptance of substrate.



3.2 PREPARATION

- A. Contact between aluminum and dissimilar metals shall receive a protective coating of asphaltic paint for the prevention of electrolytic action and corrosion.
- B. Do not start skylight installation until perimeter flashing systems are in place and (where applicable) roofing and flashing is completed at skylight curbs.

3.3 GENERAL WORKMANSHIP REQUIREMENTS

- A. Substrates must be dry, clean, and smooth. Do not work in rain or winds gusting over 30 mph, temperatures below 40°F, or in presence of any water. Comply with applicable recommendations by manufacturers of all materials for workmanship and handling except as modified in this Section. Conform to the handling standards of the American Architectural Manufacturers Association (AAMA) Aluminum Curtain Wall Manual #10, "Care and Handling of Architectural Aluminum from Shop to Site." Provide convenient access to the Commissioner for observation.
- B. All mechanics on this project shall be completely familiar with these Contract Documents and the approved shop drawings prior to any installation.
- C. Do not permit the edges of the insulated glass to contact any solvents.
- D. Do not dilute primers, solvents, cements, adhesives, coatings, or sealants. Keep containers closed except when removing materials from them.
- E. Use gloves and tools free of dirt, grease, and other contaminants.
- F. Coordinate installation of metal flashing with other trades. Isolate all dissimilar metal surfaces using a specified isolation layer as a separator.
- G. All glass shall "float" in the opening and shall be fully separated from contacting mullions, fasteners, and other rigid components at all times, including while in service.
- H. Seal joints watertight (as shown on drawings) with specified sealant unless otherwise indicated. Do not allow glazing sealants to impede drainage of water in the glazing rabbet; do not "plug" glazing pocket corners with sealant.
- I. Glazing pockets shall weep to the exterior at the sill of each opening. Systems shall not direct water to contact edges of insulating glass units. Prevent water infiltration at weeps. Coordinate gutter and weep systems with other sections and surrounding work.
- J. Allow gaskets to relax and recover several hours prior to installation. All gaskets shall be oversized 1% to 2% in length beyond the daylight dimensions for the glass. Install gaskets by inserting gaskets at ends and center first, then crowding remainder of gasket length into the race. Seal gasket corners with silicone sealant.
- K. If installation cannot be completed before the end of a work day, cover opening with plywood and make watertight.



3.4 INSTALLATION

- A. Install skylight frame, glass and accessory items as needed in accordance with manufacturer's instructions.
- B. Install skylight system under the direction of installers who are properly trained by the manufacturer. Coordinate the installation of the first skylight with the Commissioner so that he can be present. Installation methods shall be established during first installation. First installations shall serve as model for installation of balance of work.
- C. Erect system plumb and true, in proper alignment and relation to established lines and grades as shown on approved shop drawings.
- D. Anchor skylight to structure in strict accordance with approved shop drawings. Inspect frames immediately before placing into opening for any damage, including for finish damage and discontinuous frame corner seals. Report damaged components to the Commissioner for direction. Repair damage to the satisfaction of the Commissioner or Commissioner's representative. If satisfactory repair of damaged component is not possible, replace with new undamaged component.
- E. Use high performance silicone sealants to seal horizontal joints between glass panels and silicone sealant to wet seal joints between snap-on cap retainers and glass.
- F. Apply sealing materials in strict accordance with sealant manufacturer's instructions. Before application remove mortar, dirt, dust, moisture and other foreign matter from surfaces it will contact. Mask adjoining surfaces to maintain a clean and neat appearance. Tool sealing compounds to fill the joint and provide a smooth finish.

3.5 TOLERANCES

- A. All parts of the work, when completed, shall be within the following tolerances:
 - 1. Maximum Variation from Plane or Location Shown on Approved Shop Drawings: 1/8" per twelve (12) feet of length or 1/2" in total length.
 - 2. Maximum Offset from True Alignment Between Two Members Abutting End to End, Edge to Edge in Line or Separated by Less than Three (3) Inches: 1/32".

3.6 FIELD QUALITY CONTROL

- A. Water Leakage Testing: Employ an independent testing agency to perform water leakage testing of completed portions of the skylight systems.
 - 1. Test Procedure: AAMA 501.2.
 - 2. Testing Parameters:
 - a. Locations; Perform testing in at least four locations on the skylights.
 - b. Water Application Pressure: 35 psi.
 - c. Test Duration; 2 min/ft. of joint being tested (each tested "location" shall consist of 5 ft. of joint).



- d. Passing Criteria: No visible water on the interior of the skylights. Water controlled by flashing and gutters that is drained to exterior and cannot damage adjacent materials or finishes is not considered water leakage.

- 3. Submit a test report describing the conditions of the test and its results.

- B. If a test fails, two (2) or more locations shall be re-tested at Contractor's expense.

3.7 CLEANING

- A. Install skylight frame and associated metal to avoid soiling or smudging finish.
- B. Clean glass at time of installation.

END OF SECTION 08 63 00



**SECTION 08 71 00
DOOR HARDWARE**

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 commercial door hardware for the following:
1. Swinging doors.
 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to the following:
1. Mechanical door hardware.
 2. Cylinders specified for doors in other sections.
- C. Related Section:
1. Division 08 Section "Steel Doors and Frames"
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 2. ICC/IBC - International Building Code.
 3. NFPA 80 - Fire Doors and Windows.
 4. NFPA 101 - Life Safety Code.
 5. NFPA 105 - Installation of Smoke Door Assemblies.
 6. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
1. ANSI/BHMA Certified Product Standards - A156 Series
 2. UL10C - Positive Pressure Fire Tests of Door Assemblies



1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.



2. Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in the DDC General Conditions. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
- F. Warranties and Maintenance: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 3 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 3 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
 1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.
 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 2. Provide electromechanical door hardware from the same manufacturer as mechanical door



hardware, unless otherwise indicated.

- E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 3. NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Thresholds: Not more than 1/2 inch high.
 4. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.
 - a. Test Pressure: Positive pressure labeling.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. Keying Conference: Conduct conference to comply with requirements of the DDC General Conditions. Keying conference to incorporate the following criteria into the final keying schedule document:
1. Function of building, purpose of each area and degree of security required.



2. Plans for existing and future key system expansion.
 3. Requirements for key control storage and software.
 4. Installation of permanent keys, cylinder cores and software.
 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with the DDC General Conditions with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
- Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other Preparatory work performed by other trades.
 3. Review sequence of operation narratives for each unique access controlled opening.
 4. Review and finalize construction schedule and verify availability of materials.
 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.



- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for mortise locks and latches.
 - 2. Five years for exit hardware.
 - 3. Twenty five years for manual surface door closers.
 - 4. Ten years for heavy duty floor closers.
 - 5. Two years for shallow depth floor closers.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Guarantee Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required



for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

PART II - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
 - a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
 4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on



Drawings:

- a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:
 - 1) Out-swinging exterior doors.
 - 2) Out-swinging access controlled doors.
 - 3) Out-swinging lockable doors.
5. Acceptable Manufacturers: the following or approved equal.
 - a. Bommer Industries (BO).
 - b. Hager Companies (HA).
 - c. McKinney Products (MK).
- B. Floor Closers: ANSI/BHMA A156.4 certified floor closers provided either center hung or 3/4" offset hung type complete with top and intermediate pivots (offset closers only) in quantity according to manufacturer's recommendation. Floor closers available with options for labeled, lead lined and regular doors. Provide independent and adjustable valves for closing speed, latch speed, and backcheck with built-in dead stop and hold open features as specified. Provide finish cover plates or thresholds as indicated in door Hardware Sets.
 1. Acceptable Manufacturers: the following or approved equal.
 - a. CR Laurence (CRL)
 - b. Rixson Door Controls (RF).
 - c. Hager Companies (HA).
- C. Pivots: ANSI/BHMA A156.4, Grade 1, certified pivots provided either center hung or 3/4" offset type complete with top, bottom, and intermediate pivots (offset pivots only) in quantity according to manufacturer's recommendations. Space intermediate pivots equally not less than 25 inches on center apart or not more than 35 inches on center for doors over 121 inches high. Pivot hinges to have oil impregnated bronze bearing in the top pivot and a radial roller and thrust bearing in the bottom pivot with the bottom pivot designed to carry the full weight of the door. Pivots to be UL listed for windstorm where applicable.
 1. Acceptable Manufacturers: the following or approved equal.:
 - a. Ives (IV).
 - b. Dorma Products (DO).
 - c. Hager Companies (HA).

2.3 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified automatic, self-latching, and manual flush bolts and surface bolts. Manual flush bolts to be furnished with top rod of sufficient length to allow bolt location approximately six feet from the floor. Furnish dust proof strikes for bottom bolts. Surface bolts to be minimum 8" in length



and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.

1. Acceptable Manufacturers: the following or approved equal.
 - a. Door Controls International(DC).
 - b. Rockwood Manufacturing (RO).
 - c. Trimco(TC).
- B. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified below or in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
 1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with square corners and beveled edges, secured with exposed screws unless otherwise indicated.
 2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
 3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
 4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
 - a. Acceptable Manufacturers: the following or approved equal.
 - 1) Burns Manufacturing (BU).
 - 2) Rockwood Manufacturing (RO).
 - 3) Trimco(TC).

2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (3)years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinders: Original manufacturer cylinders complying with the following:
 1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
 2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
 4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 5. Keyway: Patented.



- D. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:
1. Removable Cores: Core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware. Provide removable core (small or large format) as specified in Hardware Sets.
- E. Patented Cylinders: ANSI/BHMA A156.5, Grade 1, certified cylinders employing a utility patented and restricted keyway requiring the use of patented controlled keys. Provide bump resistant, fixed core cylinders as standard with solid recessed cylinder collars. Cylinders are to be factory keyed where permanent keying records will be established and maintained.
1. Provide a 6 pin multi-level master key system comprised of patented controlled keys and security and high security cylinders operated by one (1) key of the highest level. Geographical exclusivity to be provided for all security and high security cylinders and UL437 certification where specified.
 - a. Level 1 Cylinders: Provide utility patented controlled keyway cylinders that are furnished with patented keys available only from authorized distribution.
 - b. Level 2 Cylinders: Provide utility patented controlled keyway and side bar locking incorporating unique angled bottom pins for geographical exclusivity. Cylinders constructed to provide protection against bumping and picking.
 - c. Level 3 Cylinders: Provide utility patented controlled keyway and side bar locking incorporating unique angled bottom pins for geographical exclusivity. Cylinders to be UL437 certified and constructed to provide protection against bumping, picking, and drilling.
 - d. Refer to hardware sets for specified levels.
 2. Acceptable Manufacturers: the following or approved equal.
 - a. Sargent Manufacturing (SA) - Degree Series.
 - b. Corbin Russwin (RU) - Access 3 Series.
 - c. Schlage - Everest 29 Series.
- F. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner. Incorporate decisions made in keying conference, and as follows:
1. Master Key System: Cylinders are operated by a change key and a master key.
 2. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.
 3. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.
- G. Key Quantity: Provide the following minimum number of keys:



1. Top Master Key: One (1)
 2. Change Keys per Cylinder: Two (2)
 3. Master Keys (per Master Key Group): Two (2)
 4. Grand Master Keys (per Grand Master Key Group): Two (2)
 5. Construction Keys (where required): Ten (10)
 6. Construction Control Keys (where required): Two (2)
 7. Permanent Control Keys (where required): Two (2)
- H. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference".
- I. Key Registration List: Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
- J. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
1. Acceptable Manufacturers: the following or approved equal.
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).
 - c. Telkee (TK).
- K. Key Control Software: Provide one network version of "Key Wizard" branded key management software package that includes one year of technical support and upgrades to software at no charge. Provide factory key system formatted for importing into "Key Wizard" software.

2.5 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12 gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.
1. Acceptable Manufacturers: the following or approved equal.
 - a. Corbin Russwin Hardware (RU) – ML2000 Series.



- b. Sargent Manufacturing (SA) – 8200 Series.
- c. Schlage (SC) – L9000 Series.

B. Lock Trim Design: As specified in Hardware Sets.

C. Knurling: Where required by local code provide knurling or abrasive coating to all levers on doors leading to hazardous areas such as mechanical rooms, boiler and furnace rooms, janitor closets, and as otherwise required or specified.

2.6 AUXILIARY LOCKS

A. Mortise Deadlocks, Small Case: ANSI/BHMA A156.5, Grade 1, certified small case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. Steel or stainless steel bolts with a 1" throw and hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other specified locksets.

1. Acceptable Manufacturers: the following or approved equal.

- a. Corbin Russwin Hardware (RU) - DL4100 Series.
- b. Sargent Manufacturing (SA) - 4870 Series.
- c. Schlage (SC) - L460 Series.

2.7 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

- 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood panel/casing trim.
- 3. Aluminum Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

B. Standards: Comply with the following:

- 1. Strikes for Mortise Locks and Latches: BHMA A156.13.
- 2. Strikes for Bored Locks and Latches: BHMA A156.2.
- 3. Strikes for Auxiliary Deadlocks: BHMA A156.5.
- 4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

- 1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper



fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

1. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
 - a. Fire Exit Removable Mullions: Provide keyed removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions to be used only with exit devices for which they have been tested.
 2. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
 4. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.
 5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty trim with cold forged escutcheons, beveled edges, and four threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets. Provided free-wheeling type trim where indicated.
 - b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified in Hardware Sets.
 6. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated.
 7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
 8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Mounting rails to be formed from smooth stainless steel, brass or bronze architectural materials no less than 0.072" thick, with push rails a minimum of 0.062" thickness. Painted or



aluminum metal rails are not acceptable. Exit device latch to be investment cast stainless steel, pullman type, with deadlock feature.

1. Acceptable Manufacturers: the following or approved equal:
 - a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
 - b. Sargent Manufacturing (SA) - 80 Series.
 - c. Von Duprin (VD) - 35A/98 XP Series.
- C. Conventional Drop Bar Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device crossbars to be seam less assemblies of brass, bronze, or stainless steel construction with a minimum thickness of .065". Crossbars lever arms to be drop forged and counter balanced by springs in both the center and hinge style cases.
 1. Acceptable Manufacturers: the following or approved equal:
 - a. Corbin Russwin Hardware (RU) - ED6000 Series.
 - b. Sargent Manufacturing (SA) - 90 Series.
 - c. Von Duprin (VD) - 88 Series.

2.9 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
 1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 2. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Cycle Testing: Provide closers which have surpassed 10 million cycles in a test witnessed and verified by UL.
 4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
 5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 - a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.
 - b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold



open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.

- c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
 - d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.
- B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
- 1. Acceptable Manufacturers: the following or approved equal:
 - a. Corbin Russwin Hardware (RU) - DC8000 Series.
 - b. LCN Closers (LC) - 4040XP Series.
 - c. Sargent Manufacturing (SA) - 281 Series.

2.10 ARCHITECTURAL TRIM

A. Door Protective Trim

- 1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
- 2. Size: Fabricate protection plates (kick, arm or, or m op) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
- 3. Metal Protection Plates: ANSI/BHMA A156.6 certified metal protection plates (kick, arm or, or m op), beveled on four edges (B4E), fabricated from the following:
 - a. Stainless Steel: 050-inch thick, with countersunk screw holes (CSK).
 - b. Brass or Bronze: 050-inch thick, with countersunk screw holes (CSK).
- 4. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.



5. Acceptable Manufacturers: the following or approved equal:

- a. Burns Manufacturing (BU).
- b. Rockwood Manufacturing (RO).
- c. Trimco (TC).

2.11 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Acceptable Manufacturers: the following or approved equal:

- a. Burns Manufacturing (BU).
- b. Rockwood Manufacturing (RO).
- c. Trimco (TC).

- C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

1. Acceptable Manufacturers: the following or approved equal:

- a. Rixson Door Controls (RF).
- b. Rockwood Manufacturing (RO).
- c. Sargent Manufacturing (SA).

2.12 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.



- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Acceptable Manufacturers: the following or approved equal:
 - 1. Pemko Manufacturing (PE).
 - 2. Reese Enterprises, Inc. (RS).
 - 3. Zero International (ZE).

2.13 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.14 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.



- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Wood Doors: DHI W DHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL



- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish, and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

- A. Manufacturer's Abbreviations:

- 1. MK -McKinney
- 2. RF - Rixson
- 3. RO - Rockwood
- 4. RU - Corbin Russwin
- 5. PE - Pemko
- 6. ZE - Zero International Inc
- 7. 00 - Other



Hardware Schedule

Set 1.0

Doors: 101, 102

Description: Exterior Restroom Doors

1	Lock	P757		RU
1	Push Plate	70E	US32D	RO
1	Pull Plate	111x70B	US32D	RO
4	Hinge (Heavy Weight)	T4A3786(qty,size, nrp per spec)	US32D	MK
1	Closer (surface)	DC 8200 Series	689	RU
1	Stop	441CU (floor)/404(wall)	US26D	RO
3	Silencer	608		

Set 2.0

1	Mortise Lock(storeroom)	ML2057 110X CT6B	630	RU
1	Core (exterior)	Access3 - Level 3 High-Security	626	RU
3	Hinges	TA2714	US26D	MK
1	Door Stop	404	US26D	RO

Set 3.0

Doors: 105

Description: Office Lock

1	Office Lock	10G05 LL	US26D	SA
3	Hinge	TA2714	US26D	MK
1	Door Stop	404	US26D	RO

Set 4.0

Doors: 106A

Description: Egress Door

1	Exit Device	8200		RU
1	Closer(surface)	DC8200	689	RU
3	Hinge	TA2714	US26D	MK
1	Door Stop	404	US26D	RO
1	Door Stop	404	US26D	RO

END OF SECTION 08 71 00



SECTION 08 90 00

LOUVERS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the louvers as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Aluminum louvers at mechanical room and roof.
 - 2. Blank off panels.
 - 3. Bird screens.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Sealant work - Section 079200.
- C. Louvers in metal doors - Section 081113.
- D. Louvers connected to ductwork - Division 23.

1.4 QUALITY ASSURANCE

- A. Structural Performance: Provide exterior metal louvers capable of withstanding the effects of loads and stresses from wind and snow and normal thermal movement without evidencing permanent deformation of louver components including blades, frames, and supports; noise or metal fatigue caused by louver blade rattle or flutter or permanent damage to fasteners and anchors.
 - 1. Wind Load: Uniform pressure (velocity pressure) of not less than 30 lbf/sq. ft., acting inward or outward or greater if required by applicable Building Code.
- B. Thermal Movements: Provide louvers that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, and other detrimental effects.
 - 1. Temperature Change (Range): 120 deg. F., ambient; 180 deg. F, material surfaces.



- C. Comply with SMACNA "Architectural Sheet Metal Manual" recommendations for fabrication, construction details and installation procedures, except as otherwise indicated.
- D. Field Measurements: Verify size, location and placement of louver units prior to fabrication.
- E. Shop Assembly: Coordinate field measurements and shop drawings with fabrication and shop assembly to minimize field adjustments, splicing, mechanical joints and field assembly of units. Preassemble units in shop to greatest extent possible and disassemble as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, certified test data, where applicable, and installation instructions for required products, including finishes.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of louver units and accessories. Include plans, elevations and details of sections and connections to adjoining work. Indicate materials, finishes, fasteners, joinery and other information to determine compliance with specified requirements.
- C. Samples: Submit six (6) inch square samples of each required finish. Prepare samples on metal of same gauge and alloy to be used in work. Where normal color and texture variations are to be expected, include two (2) or more units in each sample showing limits of such variations.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.7 WARRANTY

- A. Finish shall be warranted for a period of 20 years, starting from date of Substantial Completion of the Project.

PART II PRODUCTS

2.1 LOUVER MATERIAL

- A. Provide Model No. T60915/CB60915 as manufactured by Airolite, or equal made by Construction Specialties, Greenheck, Ruskin, or approved equal meeting these specifications. Louvers shall be 1-1/2" deep and fabricated from extruded aluminum components. Blades and frames shall be 0.063" thick extruded aluminum, alloy 6063-T5. Blades shall be stationary, horizontal and spaced 1-inch on center
- B. Material: Heads, sills, jambs and mullions to be one-piece structural aluminum members with integral caulking slot and retaining beads. Louver shall be designed to collect and drain water to exterior at sill by means of multiple gutters in blades and channels in jambs and mullions. Louvers to be supplied with 4" high by full depth sill flashings with welded side panels. Louvers and sill flashings to be installed in accordance with the manufacturer's recommended procedures to ensure complete water integrity performance of the louver system



- C. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Acid-chromate-fluoride-phosphate conversion coating; Organic Coating: As specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
 - 1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605-02.
 - 2. Custom color and gloss as selected by the Commissioner.
- D. Bird Screens
 - 1. All louvers to be furnished with bird screens, finish to match louvers.
 - 2. Screens to be 5/8" mesh, 0.050" thick expanded and flattened aluminum bird screen secured with 0.055" thick extruded aluminum frames. Frames to have mitered corners and corner locks.
- E. Blank-off panels to be 2" thick and to be faced on both sides with 0.032" thick aluminum sheet. Panels to be fabricated with an expanded polystyrene (EPS) core having an R-value of 8. Panel perimeter frame to be 0.050" thick formed aluminum channels. Panel frame to be mitered at the corners. Panels to be finished to match louvers.
- F. Fastenings: Fasteners for exterior application shall be stainless steel. Provide types, gauges and lengths to suit unit installation conditions. Use Phillips flat head machine screws for exposed fasteners, unless otherwise indicated.
- G. Anchors and Inserts: Use non-ferrous metal or hot dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use steel or lead expansion bolt devices for drilled in place anchors. Furnish inserts, as required, to be set into concrete or masonry work.
- H. Bituminous Paint: SSPC-Paint 12 (cold applied asphalt mastic).

2.2 FABRICATION, GENERAL

- A. Fabricate frames including integral sills to suit adjacent construction with tolerances for installation, including application of sealants in joints between louvers and adjoining work.
- B. Include supports, anchorages, and accessories required for complete assembly.
- C. Provide sill extensions made of same material as louvers, where indicated, or required for drainage to exterior and to prevent water penetrating to interior.
- D. Join frame members to one another and to stationary louver blades by welding, except where indicated otherwise or where field bolted connections between frame members are necessary by size of louvers. Maintain equal blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.



PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where louvers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions and directions for the installation of anchorages which are to be embedded in masonry construction. Coordinate the delivery of such items to the project site.

3.3 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of the work.
- B. Verify dimensions of supporting structure at the site by accurate field measurements so that the work will be accurately designated, fabricated and fitted to the structure.
- C. Anchor louvers to the building substructure.
- D. Erection Tolerances:
 - 1. Maximum variation from plane or location shown on the approved shop drawings: 1/8" per 12 feet of length, but not exceeding 1/2" in any total building length or portion thereof (non-cumulative).
 - 2. Maximum offset from true alignment between two members abutting end to end, edge to edge in line or separated by less than 3": 1/16" (shop or field joints). This limiting condition shall prevail under both load and no load conditions.
- E. Cut and trim component parts during erection only with the approval of the manufacturer or fabricator, and in accordance with his recommendations. Restore finish completely. Remove and replace members where cutting and trimming has impaired the strength or appearance of the assembly.
- F. Do not erect warped, bowed, deformed or otherwise damaged or defaced members. Remove and replace any members damaged in the erection process as directed.
- G. Set units level, plumb and true to line, with uniform joints.

3.4 PROTECTION

- A. Protect installed materials to prevent damage by other trades. Use materials that may be easily removed without leaving residue or permanent stains.

3.5 ADJUSTING AND CLEANING

- A. Immediately clean exposed surfaces of the louvers to remove fingerprints and dirt accumulation during the installation process. Do not let soiling remain until the final cleaning.



- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to the material finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers and accessory components damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by the Commissioner, remove damaged materials and replace with new materials.
 - 1. Touch up minor abrasions in finishes with a compatible air-dried coating that matches the color and gloss of the factory applied coating.

END OF SECTION 08 90 00



**Department of
Design and
Construction**

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**SECTION 09 29 00
GYPSUM DRYWALL**

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the gypsum drywall as shown on the drawings and/or specified herein, and according to industry standards for workmanship and professional practice, including, but not limited to, the following:
 - 1. Gypsum board work for partitions, ceilings, furring, and elsewhere where gypsum drywall work is shown on drawings.
 - 2. Metal supports for gypsum drywall construction.
 - 3. Acoustical insulation for gypsum drywall work.
 - 4. Sealant for gypsum drywall work.
 - 5. Concealed metal reinforcing for attachment of grab bars, toilet partitions, and other items supported on drywall partitions and walls.
 - 6. Taping and finishing of drywall joints.
 - 7. Installing rings and frames in drywall surfaces for grilles, registers, and lighting fixtures.
 - 8. Bracing and connections for gypsum drywall work.

1.3 RELATED SECTIONS

- A. Building Insulation - Section 072100.
- B. Steel Doors and Frames - Section 081113.
- C. Painting and Finishing - Section 099000.

1.4 QUALITY ASSURANCE

- A. The following standards, as well as other standards which may be referred to in this Section, shall apply to the work of this Section:
 - 1. Gypsum Drywall Construction Handbook, latest edition, U.S. Gypsum Co.



- B. Allowable Tolerances: $1/32"$ offsets between planes of board faces, and $1/16"$ in 8'-0" for plumb, level, warp and bow.
- C. System Design Load
 - 1. Provide standard drywall wall assemblies designed and tested by manufacturer to withstand a lateral load of 5 lbs. per sq. ft. for the maximum wall height required, and with deflection limited to $1/240$ of partition height.
 - a. Drywall assemblies with tile finish shall have a deflection limit of $1/360$.
 - 2. Provide drywall ceiling assemblies designed, fabricated and installed to have a deflection not to exceed $L/360$.
- D. Installer: Firm with not less than three (3) years of successful experience in the installation of specified materials.

1.5 SUBMITTALS

- A. Submit shop drawing for each drywall partition, furring and ceiling system showing size and gauges of framing members, hanger and anchorage devices, wallboard types, insulation, sealant, methods of assembly and fastening, control joints indicating column lines, corner details, joint finishing and relationship of drywall work to adjacent work.
- B. Samples: Each material specified herein, 12" x 12", or 12" long, or in manufacturer's container, as applicable for type of material submitted.
- C. Manufacturer's Literature: Submit technical and installation instructions for each drywall partition, furring and ceiling system specified herein, and for sound-rated gypsum board assemblies. Submit other data as required to show compliance with these specifications, including data for mold and moisture resistant joint compound.
- D. Test Reports: This Contractor shall submit test report, obtained by drywall manufacturer, indicating conformance of drywall assemblies to required sound ratings.
- E. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.

1.6 PRODUCT HANDLING AND PROTECTION

- A. Deliver, store and handle drywall work materials to prevent damage. Deliver materials in their original, unopened containers or bundles, and store where protected from moisture, damage and from exposure to the elements. Store wallboard in flat stacks.
- B. Protect wallboard from becoming wet.

1.7 ENVIRONMENTAL CONDITIONS

- A. Provide and maintain minimum temperature of fifty-five (55) degrees F. and adequate ventilation to eliminate excessive moisture within the building in the area of the drywall work for at least twenty-four



(24) hours, prior to, during, and after installation of drywall work. Installation shall not start until windows are glazed and doors are installed, unless openings are temporarily closed. Space above suspended ceilings shall be vented sufficiently to prevent temperature and pressure build up.

PART II PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers for Gypsum Drywall Panels and Accessories: Materials specified below, unless noted otherwise or specified herein, are those of U.S. Gypsum Co. Equivalent materials of Certain-Teed, Georgia Pacific, Lafarge or approved equal meeting specification requirements are acceptable.
- B. Acceptable Manufacturers for Metal Supports of Drywall Assemblies: Unless otherwise noted, provide products manufactured by Dietrich Metal Framing, Super Steel Building Products, Marino/Ware, Super Steel Studs, Clark Western or approved equal.

2.2 METAL SUPPORTS

- A. Metal Floor and Ceiling Runners
 - 1. Channel Type: Formed from 20 U.S. Std. gauge (unless otherwise noted) galvanized steel, width to suit channel type metal studs. Use 20 ga. top runners with 1-1/4" minimum flanges.
 - 2. Ceiling runners and head of wall connections at rated partitions shall conform to UL #2079 for cycle movement. Provide positive mechanical connection of framing to structure, allowing for vertical movement within connections. Minimum of 20 ga. galvanized steel for clips, 25 ga. galvanized steel for ceiling runners. Providing a friction-free, anti-seizure movement capacity.
 - a. As manufactured by the Steel Network, VertiClip or VertiTrack, or equal made by Metal-Lite Inc., or approved equal.
- B. Metal Studs, Framing and Furring
 - 1. Channel Type Studs: Channel type with holes for passage of conduit formed from minimum 20 U.S. Std. gauge (unless heavier gauge is required to meet deflection limits) galvanized steel, width as shown on drawings.
 - 2. Furring Channels: Hat shaped, formed from galvanized steel, 25 U.S. Std. gauge.
 - 3. Continuous 16 gauge x 8" wide steel wall plate screwed to studs as required for support of grab bars, toilet partitions, and other items supported on drywall partitions and walls.
- C. Suspended Ceiling and Fascia Supports
 - 1. Main Runners: 1-1/2" steel channels, cold rolled at 0.475 lbs. per ft., rust-inhibitive paint finish.
 - 2. Furring Members: Screw-type hat-shaped furring channels of 25 ga. zinc-coated steel; comply with ASTM C 645.
 - 3. Hangers: Galvanized, 1" x 3/16" flat steel slats capable of supporting 5x calculated load supported.



4. Hanger Anchorages: Provide inserts, clips, bolts, screws and other devices applicable to the required method of structural anchorage for ceiling hangers. Size devices for 5x calculated load supported.
 5. Furring Anchorages: 16 ga. galvanized wire ties, manufacturer's standard clips, bolts or screws as recommended by furring manufacturer.
- D. All galvanized steel members shall have coating conforming to ASTM A 653, G-60.

2.3 GYPSUM WALLBOARD TYPES

- A. Moisture/Mold Resistant Gypsum Wall Board: 1/2" thick and 5/8" thick as indicated on drawings, "Mold Tough" or "Mold Tough FR" by U.S. Gypsum, "DensArmor Plus" by Georgia Pacific, "Mold Defense" and/or "Mold Defense Type X" by Lafarge/Continental, or "Gold Bond EXP Interior Extreme Gypsum Board" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints.
1. Board must have a rating of 10 per ASTM D 3273 with a core that meets ASTM C 1396, Section 6 or ASTM C 1658.
- B. Water Resistant Backing Board for Tile Finish: 5/8" thick, "Fiberock Aqua-Tough" by USG, "Dens-Shield Tile Backer Board" by Georgia Pacific, or "EXP Tile Backer Board" by National Gypsum. Cover joints with a pressure sensitive woven glass fiber tape equal to Imperial Type P Tape.

2.4 ACCESSORIES

- A. Acoustical Insulation: Paper-less, non-combustible, semi-rigid mineral fiber mat, thickness as specified on the partition types drawings, 3 lb./cu. ft. maximum density; Thermafiber LLC "Thermafiber," or approved equal.
- B. Fasteners for Wall Board: USG Brand Screws; Type S Bugle Head for fastening wallboard to lighter gauge interior metal framing (up to 20 ga.). Type S-12 Bugle Head for fastening wallboard to heavier gauge interior metal framing (20 ga. to 12 ga.); Type S and Type S-12 Pan Head for attaching metal studs to door frames and runners; and Type G Bugle Head for fastening wallboard to wall board; or approved equal. Lengths specified below under "Part 3 - Execution" Articles and as recommended by drywall manufacturer.
- C. Laminating Adhesive: "Sheetrock Brand Joint Compound," or approved equal.
- D. Metal Trim - Corner Beads: For 90 degree External Corners - "Dur-A-Bead" No. 103, 27 U.S. Std. ga. galvanized steel, 1-1/4" x 1-1/4", for 90 degree external corners, or approved equal.
- E. Metal Trim - Edge Beads: "Sheetrock Brand Paper Faced Metal Bead and Trim," or approved equal.
- F. Metal Trim Treatment Materials and Joint Treatment Materials for Gypsum Drywall Boards: Paper tape for joint reinforcing; Setting Type (Durabond 90) or Lightweight Setting Type Joint Compound for taping and topping; and Ready Mix Compound for finishing; or approved equal.
1. For mold-resistant drywall, water resistant drywall, and tile backer board, use glass mesh tape with setting joint compound that is rated 10 when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Acceptable joint compound is "Rapid Set One Pass" made by CTS Cement Manufacturing Corp. or "Rapid Joint" manufactured by Lafarge North America or approved equal meeting standards noted herein.



- G. Control Joints: No. 0.093, USG, or approved equal.
- H. Acoustical Sealant: USG "Acoustical Sealant," "Tremco Acoustical Caulking" of Tremco Mfg. Co., or approved equal.
- I. Neoprene Gaskets: Conform to ASTM D 1056.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where gypsum drywall is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. General

- 1. Install drywall work in accordance with drywall manufacturer's printed instructions and as indicated on drawings and specified herein.
- 2. All metal framing for drywall partitions shall extend from floor to underside of structural deck above. Provide for vertical deflection with positive mechanical connections of framing members to structure.
- 3. Provide concealed reinforcement, 16 ga. thick by eight (8) inches wide or as detailed or as recommended by manufacturer, for attachment of grab bars, toilet partitions, and other items to be supported on the partitions which cannot be attached to the metal framing members. Concealed reinforcement shall span between metal studs and be attached thereto using two (2) self-tapping pan head screws at each stud.
 - a. Back of drywall shall be scored or notched to prevent bulging out where reinforcement plate occurs.

- B. Acoustical Assemblies: Install acoustically rated assemblies to achieve a minimum STC as noted on drawings, in accordance with test results obtained and published by the drywall manufacturer, for the drywall assembly type indicated on the drawings.

C. Sealant

- 1. Install continuous acoustical sealant bead at top and bottom edges of wallboard where indicated or required for sound rating as wallboard is installed, and between metal trim edge beads and abutting construction.
- 2. Install acoustical sealant in 1/8" wide vertical control joints within the length of the wall or partitions, and in all other joints, specified below under "Control Joints." Install bead of acoustical sealant around electric switch and outlet boxes, piping, ducts, and around any other penetration in the wallboard; place sealant bead between penetrations and edge of wallboard.



3. Where sealant is exposed to view, protect adjacent surfaces from damage and from sealant material, and tool sealant flush with and in same plane as wallboard surface. Sealant beads shall be 1/4" to 3/8" diameter.

D. Wall Board Application

1. Do not install wallboard panels until steel door frames are in place; coordinate work with Section 081113, "Steel Doors and Frames."
2. See drawings for all board types. Use sag-resistant wallboard for ceilings.
3. Apply wallboard with long dimension parallel to stud framing members, and with abutting edges occurring over stud flanges.
4. Install wallboard for partitions from floor to underside of structure above and secure rigidly in place by screw attachment, unless otherwise indicated.
5. Neatly cut wallboard to fit around outlets, switch boxes, framed openings, piping, ducts, and other items which penetrate wallboard; fill gaps with acoustic sealant.
6. Screw fasten wallboard with power-driven electric screw driver, screw heads to slightly depress surface of wallboard without cutting paper, screws not closer than 3/8" from ends and edges of wallboard.
7. Where studs are doubled-up, screw fasten wallboard to both studs in a staggered pattern.

E. Metal Trim: Install and mechanically secure in accordance with manufacturer's instructions; and finish with three (3) coats of joint compound, feathered and finish sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions.

1. **Corner Beads:** Install specified corner beads in single lengths at all external corners, unless corner lengths exceed standard stock lengths.
2. **Edge Beads:** Install specified edge beads in single lengths at all terminating edges of wallboard exposed to view, where edges abut dissimilar materials, where edges would be exposed to view, and elsewhere where shown on drawings. Where indicated on drawings, seal joint between metal edge bead and adjoining surface with specified gasket, 1/8" wide minimum and set back 1/8" from face of wallboard, unless other size and profile indicated on drawings.
3. Casing beads shall be set in long lengths, neatly butted at joints. Provide casing beads at juncture of board and vertical surfaces and at exposed perimeters.

F. Control Joint Locations: Gypsum board surfaces shall be isolated with control joints where:

1. Ceiling abuts a structural element, dissimilar wall or other vertical penetration.
2. Construction changes within the plane of the partition or ceiling.
3. Shown on approved shop drawings.
4. Ceiling dimensions exceed thirty (30) feet in either direction.



5. Wings of "L," "U," and "T" shaped ceiling areas are joined.
6. Expansion or control joints occur in the structural elements of the building.
7. Partition or furring abuts a structural element or dissimilar wall or ceiling.
8. Where control joints are required, ceiling height door frames may be used as control joints. Less than ceiling height frames shall have control joints extending to the ceiling from both corners.

G. Joint Treatment and Spackling

1. Joints between face wallboards in the same plane, joints at internal corners of intersecting partitions and joints at internal corners of intersections between ceilings and walls or partitions shall be filled with joint compound.
2. Screw heads and other depressions shall be filled with joint compound. Joint compound shall be applied in three (3) coats, feathered and finish surface sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions. Treatment of joints and screw heads with joint compound is also required where wallboard will be covered by finish materials which require a smooth surface, such as vinyl wall coverings.

3.3 FURRED WALLS AND PARTITIONS

- A. Use specified metal furring channels. Run metal furring channel framing members vertically, space sixteen (16) inches o.c. maximum. Fasten furring channels to concrete or masonry surfaces with power-driven fasteners or concrete stub nails spaced sixteen (16) inches o.c. maximum through alternate wing flanges (staggered) of furring channel. Furring channels shall be shimmed as necessary to provide a plumb and level backing for wallboard. At inside of exterior walls, an asphalt felt protection strip shall be installed between each furring channel and the wall. Furring channel and splices shall be provided by nesting channels at least eight (8) inches and securely anchoring to concrete or masonry with two (2) fasteners in each wing.
- B. Wallboard Installation: Same as specified under paragraphs 3.4,D,1-5 (below).

3.4 METAL STUD PARTITIONS

- A. Runner Installation: Use channel type. Align accurately at floor according to partition layout. Anchor runners securely sixteen (16) inches o.c. maximum with power-driven anchors to floor slab, with power-driven anchors to structural slab above. See "Stud Installation" below for runners over heads of metal door frames. Where required, carefully remove sprayed-on fireproofing to allow partition to be properly installed.
- B. Stud Installation
 1. Use channel type, positioned vertically in runners, spaced as noted on drawings, but not more than sixteen (16) inches o.c.
 2. Anchor studs to floor runners with screw fasteners. Provide snap-in or slotted hole slip joint bolt connections of studs to ceiling runners leaving space for movement. Anchor studs at partition



intersections, partition corners and where partition abuts other construction to floor and ceiling runners with sheet metal screws through each stud flange and runner flange.

3. Connection at ceiling runner for non-rated partitions shall be snap-in or slotted hole slip joint bolt connection that shall allow for movement. Seal studs abutting other construction with 1/8" thick neoprene gasket continuously between stud and abutting construction.
 4. Connections for fire rated partitions at ceiling runners shall conform to UL Design #2079.
 5. Install metal stud horizontal bracing wherever vertical studs are cut or wallboard is cut for passage of pipes, ducts or other penetrations, and anchor horizontal bracing to vertical studs with sheet metal screws.
 6. At jambs of door frames and borrowed light frames, install doubled-up studs (not back to back) from floor to underside of structural deck, and securely anchor studs to jamb anchors of frames and to runners with screws. Provide cross braces from hollow metal frames to underside of slab.
 7. Over heads of door frames, install cut-to-length section of runner with flanges slit and web bent to allow flanges to overlap adjacent vertical studs, and securely anchor runner to adjacent vertical studs with sheet metal screws. Install cut-to-length vertical studs from runner (over heads of door frame) to ceiling runner sixteen (16) inches maximum o.c. and at vertical joints of wallboard, and securely anchor studs to runners with sheet metal screws.
 8. At control joints, in field of partition, install double-up studs (back to back) from floor to ceiling runner, with 1/4" thick continuous compressible gasket between studs. When necessary, splice studs with eight (8) inches minimum nested laps and attach flanges together with two (2) sheet metal screws in each flange. All screws shall be self-tapping sheet metal screws.
- C. Runners and Studs at Chase Wall: As specified above for "Runners" and "Studs" and as specified herein. Chase walls shall have either a single or double row of floor and ceiling runners with metal studs sixteen (16) inches o.c. maximum and positioned vertically in the runners so that the studs are opposite each other in pairs with the flanges pointing in the same direction. Anchor all studs to runner flanges with sheet metal screws through each stud flange and runner flange following requirements of paragraph 3.4, B. Provide cross bracing between the rows of studs by attaching runner channels or studs set full width of chase attached to vertical studs with one self-tapping screw at each end. Space cross bracing not over thirty-six (36) inches o.c. vertically.
- D. Wallboard Installation - Single Layer Application (Screw Attached)
1. Install wallboard with long dimension parallel to framing member and with abutting edge joints over web of framing member. Install wallboard with long dimension perpendicular to framing members above and below openings in drywall extending to second stud at each side of opening. Joints on opposite sides of wall shall be arranged so as to occur on different studs.
 2. Boards shall be fastened securely to metal studs with screws as specified. Where a free end occurs between studs, back blocking shall be required. Center abutting ends over studs. Correct work as necessary so that faces of boards are flush, smooth, true.



3. Wallboard screws shall be applied with an electric screw gun. Screws shall be driven not less than 3/8" from ends or edges of board to provide uniform dimple not over 1/32" deep. Screws shall be spaced twelve (12) inches o.c. in the field of the board and 8" o.c. staggered along the abutting edges.
 4. All ends and edges of wallboard shall occur over screwing members (studs or furring channels). Boards shall be brought into contact but shall not be forced into place. Where ends or edges abut, they shall be staggered. Joints on opposite sides of a partition shall be so arranged as to occur on different studs.
 5. At locations where piping receptacles, conduit, switches, etc., penetrate drywall partitions, provide non-drying sealant and an approved sealant stop at cut board locations inside partition.
- E. Insulation Installation: Install where indicated on drawings. Place blanket tightly between studs.
- F. Deflection of Structure Above: To allow for possible deflection of structure above partitions, provide top runners for non-rated partitions with 1-1/4" minimum flanges and do not screw studs or drywall to top runner. Where positive anchorage of studs to top runner is required, anchorage device shall be by means of slotted hole (in clip connection with screw attachment to web of steel through bushings located in slots of clips), or other anchorage device approved by Commissioner.
- G. Control Joints
1. Leave a 1/2" continuous opening between gypsum boards for insertion of surface mounted joint.
 2. Back by double framing members.
 3. Attach control joint to face layer with 9/16" galvanized staples six (6) inches o.c. at both flanges along entire length of joint.
 4. Provide two (2) inch wide gypsum panel strip or other adequate seal behind control joint in fire rated partitions and partitions with safing insulation.

3.5 DRYWALL FASCIAS AND CEILINGS

- A. Furnish and install inserts, hanger clips and similar devices in coordination with other work.
- B. Secure hangers to inserts and clips. Clamp or bolt hangers to main runners.
- C. Space main runners 4'-0" o.c. and space hangers 4'-0" o.c. along runners, except as otherwise shown.
- D. Level main runners to a tolerance of 1/4" in 12'-0", measured both lengthwise on each runner and transversely between parallel runners.
- E. Metal Furring Channels: Space sixteen (16) inches o.c. maximum. Attach to 1-1/2" main runner channels with furring channel clips (on alternate sides of main runner channels). Furring channels shall not be let into or come in contact with abutting masonry walls. End splices shall be provided by nesting furring channels no less than eight (8) inches and securely wire tying. At any openings that interrupt the furring channels, install additional cross reinforcing to restore lateral stability.



- F. Mechanical accessories, hangers, splices, runner channels and other members used in suspension system shall be of metal, zinc coated, or coated with rust inhibitive paint, of suitable design and of adequate strength to support units securely without sagging, and such as to bring unit faces to finished indicated lines and levels.
 - 1. Provide special furring where ducts are over two (2) feet wide.
- G. Apply board with its long dimension at right angles to channels. Locate board butt joints over center of furring channels. Attach board with one (1) inch self-drilling drywall screws twelve (12) inches o.c. in field of board; eight (8) inches o.c. at butt joints located not less than 3/8" from edges.

3.6 FINISHING

- A. Taping: A thin, uniform layer of taping compound shall be applied to all joints and angles to be reinforced. Reinforcing tape shall be applied immediately, centered over the joint, seated into the compound. A skim coat shall follow immediately, but shall not function as a fill or second coat. Tape shall be properly folded and embedded in all angles to provide a true angle.
- B. Filling: After taping compound has hardened, topping compound shall be applied, filling the board taper flush with the surface. The fill coat shall cover the tape and feather out slightly beyond the tape. On joints with no taper, the fill coat shall cover the tape and feather out at least four (4) inches on either side of the tape. No fill coat is necessary on interior angles.
- C. After topping compound is set, a finishing coat of topping compound shall be spread evenly over and extending slightly beyond the fill coat on all joints and feathered to a smooth, uniform finish. Over tapered edges, the finished joint shall not protrude beyond the plane of the surface. All taped angles shall receive a finish coat to cover the tape and taping compound, and provide a true angle. Where necessary, sanding shall be done between coats and following the final application of compound to provide a smooth surface, ready for painting.
- D. Fastener Depressions: Taping compound shall be applied to all fastener depressions followed, when hardened by at least two (2) coats of topping compound, leaving all depressions level with the plane of the surface.
- E. Finishing Beads and Trim: Taping compound shall be applied to all bead and trim and shall be feathered out from the ground to the plane of the surface. When hardened, this shall be followed by two (2) coats of topping compound each extending slightly beyond the previous coat. The finish coat shall be feathered from the ground to the plane of the surface and sanded as necessary to provide a flat, smooth surface ready for decoration.
- F. Level of finish for surface exposed to view shall conform to Level 4 of ASTM C 840 and GA-214 of the Gypsum Association.
- G. Drywall construction with defects of such character which will mar appearance of finished work, or which is otherwise defective, will be rejected and shall be removed and replaced at no expense to the City of New York.



3.7 CLEANING AND ADJUSTMENT

- A. At the completion of installation of the work, all rubbish shall be removed from the building leaving floors broom clean. Excess material, scaffolding, tools and other equipment shall be removed from the building.
- B. Work shall be left in clean condition ready for painting or wall covering. All work shall be as approved by Commissioner.
- C. Cutting and Repairing: Include all cutting, fitting and repairing of the work included herein in connection with all mechanical trades and all other trades which come in conjunction with any part of the work, and leave all work complete and perfect after all trades have completed their work.

3.8 PROTECTION OF WORK

- A. Installer shall advise Contractor of required procedures for protecting drywall work from damage and deterioration during remainder of construction period.

END OF SECTION 09 29 00



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FMS No. - P109STARA
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**SECTION 09 30 00
TILE WORK**

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the tile work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Floor, wall and ceiling tile.
 - 2. Setting beds, grout and sealant.

1.3 RELATED SECTIONS

- A. Cast-in-Place Concrete - Section 033000.
- B. Gypsum Drywall - Section 092900.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installers: For cutting, installing and grouting of tile, use only thoroughly trained and experienced journeyman tile setters who are completely familiar with the requirements of this work, and the recommendations contained in the referenced standards.
- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the following:
 - 1. Manufacture all tile in accordance with Standard Grade Requirements of ANSI A-137.1.
 - 2. Install all tile in accordance with the recommendations contained in Handbook for Ceramic Tile Installation of the Tile Council of America, Inc., latest edition.

1.5 SUBMITTALS

- A. Samples: Before any tile is delivered to the job site, submit to the Commissioner sample panels, approx. 12" x 12", mounted on hardboard back-up with selected grout color for each color and pattern of tile and grout specified.
 - 1. Submit 12" x 12" samples of waterproofing membrane.



- B. Master Grade Certificates: Prior to opening tile containers, submit to the Commissioner a Master Grade Certificate, signed by an officer of the firm manufacturing the tile used, and issued when the shipment is made, stating the grade, kind of tile, identification marks for tile containers, and the name and location of the project.
- C. Mock-Ups
 - 1. At an area on the site where approved by the Commissioner, provide a mock-up tile installation.
 - a. Make the mock-up approximately 36" x 36" in dimension.
 - b. Provide one mock-up for each type, class, and color of installation required under this Section.
 - c. The mock-ups may be used as part of the Work, and may be included in the finished Work, when so approved by the Commissioner.
 - d. Revise as necessary to secure the Commissioner's approval.
 - 2. The mock-ups, when approved by the Commissioner, will be used as datum for comparison with the remainder of the work of this Section for the purposes of acceptance or rejection.
 - 3. If the mock-up panels are not permitted to be part of the finished Work, completely demolish and remove them from the job site upon completion and acceptance of the work of this Section.
- D. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.
- E. Manufacturer's Cut Sheet with Floor Score Certification highlighted.

1.6 PRODUCT HANDLING

- A. Delivery and Storage
 - 1. Deliver all materials of this Section to the job site in their original unopened containers with all labels intact and legible at time of use.
 - 2. Store all materials under cover in a manner to prevent damage and contamination; store only the specified materials at the job site.
- B. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.
- C. Maintain temperatures at not less than 50 deg. F. in tiled areas during installation and for 7 days after completion.



PART II PRODUCTS

2.1 MANUFACTURERS OF TILE

- A. Provide tile as scheduled or equivalent manufactured by Dal-Tile Corp., American Olean, United States Ceramic Tile Co., Summitville Tiles Inc., or approved equal meeting these specifications. The Commissioner reserves the right to pick tile from any price group.

2.2 TRIM AND SPECIAL SHAPES

- A. Provide external and internal corners, trim shapes at openings, and all other trim and special shapes to match the tile specified herein, as required by field conditions and drawing details.

2.3 MORTAR BED, BOND COAT AND GROUT

- A. Portland Cement: ASTM C 150, Type I.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Sand: ASTM C 144, clean and graded natural sand.
- D. Latex Admixture for Mortar Bed
 - 1. MAPEI, Planicrete AC, blended with a 3:1 site mix.
 - 2. Laticrete 333.
 - 3. Pro Spec – Acrylic Additive.
 - 4. Custom – Custom Crete Thin Set Additive.
 - 5. Or approved equal.
- E. Latex – Portland Cement Bond Coat, complying with ANSI A118.4 and ISO 13007, C2ES2P2 with minimum compressive strength of 400 psi.
 - 1. MAPEI, Keralastic System thin set mortar, consisting of Kerabond dry-set mortar and Keralastic latex admixture.
 - 2. Laticrete; 211 dry-set mortar and 4237 latex admixture.
 - 3. Pro Spec – Permalastic System consisting of Permalastic Dryset Mortar and Permalastic Admixture
 - 4. Custom – Pro-Lite.
 - 5. Or approved equal.
- F. Improved Modified Cement Mortars, complying with ANSI 118.15 and ISO 13007, CSES2PS.
(Also for use with LFT Tile and Stone Tile)
 - 1. Custom Building Products; Mega-Lite Crack Prevention Mortar (650-725 psi).



2. Laticrete; 220 Marble Granite Mortar (500-540 psi).
3. Mapei; Kerabond T Keralastic (400-600 psi).
4. Pro Spec; StayFlex 590 (460 psi).
5. Or approved equal.

G. Wall, Ceiling and Base Tile

1. Over drywall use ANSI A136.1-1967 Organic Adhesive for installation of Ceramic Tile, Type I and ISO 13007 D2TE. Shear strength shall be 50 psi minimum. Adhesive primer as recommended by adhesive manufacturer. Manufacturer shall certify, in writing, that adhesive and primer used are proper types for the intended tile types and application. Conform to TCA Detail W-242.
 - a. MAPEI Type 1 Mastic.
 - b. Laticrete Type 1 Adhesive.
 - c. ProSpec B-1000 Tile Adhesive.
 - d. Custom Building Products' Reliabond Adhesive Type 1.
 - e. Or approved equal.
2. Ceilings: TCA C312.
3. Over cement board use a Latex Portland cement mortar bond coat, MAPEI, Kerabond/Keralastic System, Custom Mega Flex or equal by Laticrete or Pro Spec, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-244; coat back of board with waterproof membrane as specified below.

H. Floor Tile and Stone Saddle - Thin Set: Set floor tile and stone saddle using latex modified Portland Cement mortar, Basis of Design, MAPEI, Kerabond/Keralastic System, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail F-113.

1. For installation of (LFT), Improved Modified Cement Mortars and medium bed, Basis of Design, custom Building Products, MegaLite Crack Prevention Medium Bed Mortar conforming to ANSI 118.15, ISO 13007-C2ES2P2

I. Water: Clean, fresh and suitable for drinking.

J. Grout complying with A118.7; and ISO 13007, CG2WAF : For grouting ceramic tile, provide a commercial Portland cement grout "Ultracolor Plus" (additive not required) made by MAPEI or Laticrete Sanded Grout with required Latex Additive or Custom Prism Sure Color Grout; (addition not required); color as selected by the Commissioner. Add latex additive to grout made by same manufacturer as grout.

1. Floor tile grout shall be epoxy based equal to Latapoxy 300 by Laticrete or approved equal.

K. Physical Properties: The setting beds and grouts must meet the following physical requirements:

1. Compressive Strength – 3000 psi min.
2. Shear Bond Strength – 500 psi min.



3. Water Absorption – 4.0% max.
4. Service Rating (ASTM C 627) – Extra Heavy Duty.
- L. Sealer: Seal all grout joints and all unglazed tile using “Aqua Mix Sealer’s Choice Gold” by Custom Building Products or approved equal.
- M. Temporary Protective Coating: Either product indicated below that is applied in the tile manufacturer’s factory and formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products; and easily removable after grouting is completed without damaging grout or tile.
 1. Petroleum paraffin wax, applied hot, fully refined and odorless, containing at least 0.5 percent oil with a melting point of 120 to 140 deg. F. per ASTM D 87.
 2. Grout release in form of manufacturer’s standard proprietary liquid coating that is specially formulated and recommended for use as temporary protective coating for tile.
- N. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, equal to “Aqua Mix Concentrated Stone & Tile Cleaner” by Custom Building Products or approved equal, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.4 SEALANT

- A. Joint Backing: Preformed, compressible, resilient, non-extruding, non-staining strips of foam neoprene, foam polyethylene, or other material recommended by sealant manufacturer.
- B. Bond Breaker: Polyethylene tape, 3 mils thick, or other material recommended by sealant manufacturer.
- C. Sealant Primer: Colorless, non-staining, or type to suit substrate surface, as recommended by sealant manufacturer.
- D. Sealant: One-part silicone based sanitary sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25. Sealant hardness upon full cure shall be between 20-30 Shore "A" Durometer. Color of sealant to blend with or match adjacent materials, and as selected by the Commissioner. Sealant shall be equivalent to 1700 Sanitary Sealant made by General Electric or approved equal.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where tile is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 CONDITION OF SURFACES

- A. Allowable Variations in Substrate Levels for Floors: + 1/8" in 10'-0" distance and 1/4" total max. variation from levels shown.



- B. Grind or fill concrete and masonry substrates as required to comply with allowable variations.

3.3 PREPARATION

- A. Coordinate the following with Section 03300, "Cast-in-Place Concrete":
 - 1. Steel trowel and fine broom finish concrete slabs that are to receive tile. Cure concrete slabs that are to receive tile before tile application. Do not use liquid curing compounds or other coatings that may prevent bonding of tile setting materials to slabs. Slab shall be dry at time of tile installation.
- B. Etch concrete substrate as may be required to remove curing compounds or other substances that would interfere with proper bond of setting bed. Rinse with water to remove all traces of treatment. Surface must meet finish requirements as noted in ANSI 108.01.
- C. Blending: for tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at project site before installing.
- D. Field Applied Temporary Protective Coating: Pre-coat tile with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.4 JOINTS IN TILE WORK

- A. Joint Widths: 1/16" for ceramic tile. Recommended joint width for terrazzo tile specified is 2mm.
- B. Alignment: Wall, base and floor joints shall align through the field and trim. Direction and location of all joints as directed by Commissioner.
- C. Movement Joints: Conform to TCA Detail EJ171. Locate where movement joints are in back-up material. Provide movement joint at joints between mop receptors and tile. Provide movement joint at all vertical internal joints of wall tile. Movement joints 1/8" wide in tile. Fill all movement joints with specified backing and sealant. Use bond breaker where sufficient space for joint backing does not exist.
 - 1. Provide sealant between tile and plumbing fixtures, mirrors, pipes, countertops and other dissimilar materials penetrating or adjacent to tile.

3.5 INSTALLATION

- A. Comply with the following installation standards
 - 1. Wall tile over drywall using organic adhesive - ANSI A136.1 and ISO 13007, D2TE.
 - 2. Wall tile over cement board or glass mat backer board using dry set mortar with latex additive - ANSI A118.4 and ISO 13007, C2ES2P2.
 - 3. Floor tile using dry set mortar with latex additive - ANSI A118.4, A118.15, and ISO 13007, C2ES2P2.
- B. Allowable Variations in Finished Work: Do not exceed the following deviations from level and plumb, and from elevations, locations, slopes and alignment shown.



1. Floors: 1/8" in 10'-0" run, any direction; +/- 1/8" at any location; 1/32" offset at any location.
 2. Walls: 1/8" in 8'-0" run, any direction; 1/8" at any location; offset at any location, 1/32".
 3. Joints: +/- 1/32" joint width variation of any location; 1/16" in 3'-0" run deviation from plumb and true.
- C. Handle, store, mix and apply setting and grouting materials in compliance with the manufacturer's instructions.
- D. Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions. Terminate work neatly at obstructions, edges and corners without disruption of pattern or joint alignment.
- E. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile closely to electrical outlets, piping and fixtures so that plates, collars, or covers overlap tile.
- F. Lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are the same size. Lay out tile work and center tile fields both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths.

3.6 CLEANING AND PROTECTION

- A. Cleaning: On completion of placement and grouting, clean all tile surfaces so they are free of foreign matter.
1. Remove grout residue from tile as soon as possible.
 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use cleaners only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning to insure removal of all cleaning material.
 3. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.
- B. Protect installed tile work with Kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. Apply coat of sealer to all grout joints and all unglazed tile.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings from tile surfaces.
- E. Leave finished installation clean and free of cracked, chipped, broken, unbonded or otherwise defective tile work.

END OF SECTION 09 30 00



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SECTION 09 67 24

RESINOUS FLOORING

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the resinous flooring and base wherever else noted on Finish Schedule.

1.3 RELATED SECTIONS

- A. Cast-in-Place Concrete - Section 033000.
- B. Floor drains - Division 22.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract instructions and general recommendations for the resinous flooring specified herein.
- B. Samples for initial selection purposes in form of manufacturer's color charts showing full range of colors and finishes available.
 - 1. Submit three (3) 2-1/2" x 4" samples of each material specified herein with color from color chart selection designated by the Commissioner.
- C. Material certificates signed by manufacturer certifying that the composition flooring complies with requirements specified herein.
- D. Maintenance written instructions for recommended maintenance practices.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer or applicator who has specialized in installing flooring types similar to that required for this Project and who is properly trained by manufacturer of primary materials.
- B. Single-Source Responsibility: Obtain resinous flooring materials, including primers, resins, hardening agents, and finish or sealing coats, from a single manufacturer.



1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer's labels containing brand name and directions for storage and mixing with other components.
- B. Store materials to comply with manufacturer's directions to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Comply with resinous flooring manufacturer's directions for maintenance of ambient and substrate temperature, moisture, humidity, ventilation, and other conditions required to execute and protect Work.

1.8 WARRANTY

- A. Provide manufacturer's warranty with flashing endorsement, signed by Applicator and authorized representative of manufacturer, and warranting flooring materials against failures resulting from normal exposure for a period of three (3) years.

PART II PRODUCTS

2.1 MATERIALS

- A. Decorative quartz epoxy flooring shall be Dex-O-Tex Décor-Flor as manufactured by Crossfield Products Corp., Rancho Dominguez, California; Roselle Park, New Jersey; Hinsdale, Illinois; Moss Point, Mississippi; Tacoma, Washington, or approved equal product.

2.2 PROPERITES (ANIMAL HOLDING)

- A. Colors: As indicated, or if not otherwise indicated, as selected by Commissioner from manufacturer's standard color combinations.
- B. Physical Properties: provide flooring system that meets or exceeds the listed minimum physical property requirements when tested according to the referenced standard test method in parentheses
 1. Compressive Strength
 - Complete System (ASTM C-199) 8,556 psi.
 - Resin Component (ASTM D-695) 12,900 psi.
 2. Surface Hardness (ASTM D-2240) Durometer D85
 3. Aggregate Hardness (Hoh's Mineral Scale) 6 1/2-7
 4. Indentation Characteristics (MIL-D-3134)
 - Para. (4.7.4.2.1-Steadily applied load) 0.005 indentation
 5. Impact Resistance (MIL-D-3134) 0.011 indentation
 - Para. (4.7.3) No cracking, loss of bond
 6. Adhesion (ACI Comm. 503.1-92) 345 psi.(100% failure in concrete)

- | | |
|---|----------------------------|
| 7. Water Absorption (MIL-D-3134) | Less than 1% |
| 8. Abrasion Resistance (ASTM C-501) | 19 Wear Index (H-22 Wheel) |
| 9. Tensile Strength (ASTM D-638)
Resin Component | 4,400 psi. |
| 10. Elongation (ASTM D-638)
Resin Component | 19.6% |

2.3 SUPPLEMENTAL MATERIALS

- A. Waterproofing Membrane: Type recommended or produced by manufacturer of epoxy resin composition flooring system for type of service and floor condition indicated.
- B. Anti-Microbial Additive: Incorporate anti-microbial chemical additive to control growth of most bacteria, fungi, algae and actinomycetes.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where composition flooring is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected by the Contractor in a manner acceptable to the Commissioner.

3.2 PREPARATION

- A. Substrate: Perform preparation and cleaning procedures according to flooring manufacturer's instructions for particular substrate conditions involved, and as specified. Provide clean, dry, and neutral substrate for flooring application.
- B. Concrete Surfaces: Shot-blast, acid etch or power scarify as required to obtain optimum bond of flooring to concrete. Remove sufficient material to provide a sound surface free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminants. Repair damaged and deteriorated concrete to acceptable condition. Leave surface free of dust, dirt, laitance, and efflorescence.
- C. Materials: Mix resin hardener and aggregate when required, and prepare materials according to flooring system manufacturer's instructions.
- D. Starting of work implies acceptance of slab.

3.3 APPLICATION

- A. General: Apply each component of resinous flooring system according to manufacturer's directions to produce a uniform monolithic flooring surface of 3/16".
 - 1. Start installation of flooring only in presence of manufacturer's technical representative where terms of warranty require inspection and acceptance of installation as it proceeds.

- B. Flooring system shall include the following minimum applications:
1. Bonding coat of neoprene rubber and cement composition in aqueous dispersion applied by brush or trowel.
 2. Rot-resistant woven cloth fabric waterproof membrane applied into thickened liquid latex applied over floors and up verticals (bases, curbs, pipe-sleeves, etc.) to a height of 6".
 3. Troweled smoothing coat of styrene butadiene liquid emulsion combined with a luminous cement and aggregate and applied to smooth off all laps and butt joints in membrane.
 4. Two finish roller applications of elastomeric latex coating in color as selected by the Commissioner.
- C. Cove Base: Apply cove base mix to wall surfaces at locations shown to form cove base height of 8" unless otherwise indicated. Follow manufacturer's printed instructions and details including taping, mixing, priming, troweling, sanding, and top-coating of cove base.

3.4 TESTING

- A. Test installation for leaks immediately after nominal cure of the completed flooring. Flood each area to a depth of one inch for 24 hours. Repair all leaks and repeat test until no leakage is observable.

3.5 CURING, PROTECTION AND CLEANING

- A. Cure resinous flooring materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process. Close application area for a minimum of 24 hours.

END OF SECTION 09 67 24



SECTION 09 90 00

PAINTING AND FINISHING

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the painting and finishing as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Prime painting unprimed surfaces to be painted under this Section.
 - 2. Painting all items furnished with a prime coat of paint, including touching up of or repairing of abraded, damaged or rusted prime coats applied by others.
 - 3. Painting all ferrous metal (except stainless steel) exposed to view.
 - 4. Painting all galvanized ferrous metals exposed to view.
 - 5. Painting interior concrete block exposed to view.
 - 6. Painting gypsum drywall exposed to view.
 - 7. Painting of wood exposed to view, except items which are specified to be painted or finished under other Sections of these specifications. Back painting of all wood in contact with concrete, masonry or other moisture areas.
 - 8. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other mechanical and electrical items and equipment exposed to view.
 - 9. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers, lighting fixtures, and the like, which are exposed to view through these items.
 - 10. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.
 - 11. Painting of any surface not specifically mentioned to be painted herein or on drawings, but for which painting is obviously necessary to complete the job, or work which comes within the intent of these specifications, shall be included as though specified.



1.3 RELATED SECTIONS

- A. Shop priming is required on some, but not all of the items scheduled to be field painted. Refer to other Sections of work for complete description.
- B. Shop coat on machinery and equipment: Refer to the Sections under which various items of manufactured equipment with factory applied shop prime coats are furnished, including, but not necessarily limited to, the following Sections. All items of equipment furnished with prime coat finish shall be finish painted under this Section.
 - 1. Plumbing - Division 22.
 - 2. Heating, ventilation and air conditioning – Division 23.
- C. Color Coding of Mechanical Piping and Electrical Conduits – Divisions 22 and 26.
 - 1. This Color Coding consists of an adhesive tape system and is in addition to painting of piping and conduits under this Section, as specified above.

1.4 MATERIALS AND EQUIPMENT NOT TO BE PAINTED

- A. Items of equipment furnished with complete factory finish, except for items specified to be given a finish coat under this Section.
- B. Factory-finished toilet partitions.
- C. Non-ferrous metals, except for items specified and/or indicated to be painted.
- D. Finished hardware, excepting hardware that is factory primed.
- E. Surfaces not to be painted shall be left completely free of droppings and accidentally applied materials resulting from the work of this Section.

1.5 QUALITY ASSURANCE

- A. Job Mock-Up
 - 1. In addition to the samples specified herein to be submitted for approval, apply in the field, at their final location, each type and color of approved paint materials, applied 10 feet wide, floor to ceiling of wall surfaces, before proceeding with the remainder of the work, for approval by the Commissioner. Paint mock-ups to include door and frame assembly.
 - 2. These applications when approved will establish the quality and workmanship for the work of this Section.
 - 3. Repaint individual areas which are not approved, as determined by the Commissioner, until approval is received. Assume at least two paint mock-ups of each color and gloss for approval.
- B. Qualification of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces.



- C. **Paint Coordination:** Provide finish coats which are compatible with the prime paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Upon request from other subcontractors, furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Commissioner in writing of any anticipated problems using the coating systems as specified with substrates primed by others.
- D. All paints must conform to the Volatile Organic Compounds (VOC) standards of prevailing codes and ordinances.

1.6 SUBMITTALS

- A. **Materials List:** Before any paint materials are delivered to the job site, submit to the Commissioner a complete list of all materials proposed to be furnished and installed under this portion of the work.
- B. **Samples**
 - 1. Accompanying the materials list, submit to the Commissioner copies of the full range of colors available in each of the proposed products.
 - 2. Upon direction of the Commissioner, prepare and deliver to the Commissioner two (2) identical sets of Samples of each of the selected colors and glosses painted onto 8-1/2" x 11" x 1/4" thick material; whenever possible, the material for Samples shall be the same material as that on which the coating will be applied in the work.
- C. **Manufacturer's Recommendations:** In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these specifications, submit for the Commissioner's review the current recommended method of application published by the manufacturer of the proposed material.
- D. Submit sealers, sealants, paints, coatings, adhesives used on site and on the interior of the weatherproofing system.

1.7 PRODUCT HANDLING

- A. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.
- B. **Protection**
 - 1. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
 - 2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
 - 3. Use all means necessary to protect paint materials before, during and after application and to protect the installed work and materials of all other trades.
- C. **Replacements:** In the event of damage, immediately make all repairs and replacements necessary.



1.8 EXTRA STOCK

- A. Upon completion of this portion of the Work, deliver to the City of New York an extra stock of paint equaling approximately ten (10) percent of each color and gloss used and each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

1.9 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART II PRODUCTS

2.1 PAINT MANUFACTURERS

- A. Except as otherwise noted, provide the painting products listed for all required painting made by one of the manufacturers listed in the paint schedule (Section 2.4), or an approved equal meeting requirements of these specifications. These companies are Benjamin Moore (Eco Spec) and Sherwin Williams (Harmony). Comply with number of coats and required minimum mil thicknesses as specified herein.

2.2 MATERIALS

- A. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only to recommended limits.
- B. Colors and Glosses: All colors and glosses shall be as selected by the Commissioner. Certain colors will require paint manufacturer to prepare special factory mixes to match colors selected by the Commissioner. Color schedule (with gloss) shall be furnished by the Commissioner.
- C. Coloring Pigment: Products of or furnished by the manufacturer of the paint or enamel approved for the work.
- D. Linseed Oil: Raw or boiled, as required, of approved manufacture, per ASTM D 234 and D 260, respectively.
- E. Turpentine: Pure distilled gum spirits of turpentine, per ASTM D 13.



- F. Shellac: Pure gum shellac (white or orange) cut in pure denatured alcohol using not less than four (4) lbs. of gum per gallon of alcohol.
- G. Driers, Putty, Spackling Compound, Patching Plaster, etc.: Best quality, of approved manufacture.
- H. Heat Resistant Paint: Where required, use heat resistant paint when applying paint to heating lines and equipment.

2.3 GENERAL STANDARDS

- A. The various surfaces shall be painted or finished as specified below in Article 2.4. However, the Commissioner reserves the right to change the finishes within the range of flat, semi-gloss or gloss, without additional cost to the City of New York.
- B. All paints, varnishes, enamels, lacquers, stains and similar materials must be delivered in the original containers with the seals unbroken and label intact and with the manufacturer's instructions printed thereon.
- C. All painting materials shall bear identifying labels on the containers with the manufacturer's instructions printed thereon.
- D. Paint shall not be badly settled, caked or thickened in the container, shall be readily dispersed with a paddle to a smooth consistency and shall have excellent application properties.
- E. Paint shall arrive on the job color-mixed except for tinting of under-coats and possible thinning.
- F. All thinning and tinting materials shall be as recommended by the manufacturer for the particular material thinned or tinted.
- G. It shall be the responsibility of the Contractor to see that all mixed colors match the color selection made by the Commissioner prior to application of the coating.

2.4 SCHEDULE OF FINISHES

A. Exterior Galvanized Ferrous Metal

- Primer: Moore IMC Acrylic Metal Primer (M04)
Akzo Devflex 4020 FF DTM Primer/Flat Finish
Sherwin-Williams Galvite HS Primer, B50WZ30
- First Coat: Moore Urethane Alkyd Gloss Enamel (Z22)
Akzo Devflex 4216 High Performance WB Acrylic S/G
Sherwin-Williams Industrial Enamel HS, B54Z-400
- Second Coat: Same as recommended first coat.

B. Interior Ferrous Metal

1. Satin Finish/Latex

- Primer: 1 coat Moore Alkyd Metal Primer (Z06)
1 coat Akzo Devflex 4020 PF DTM Prime/Flat Finish or touch-up shop primer
1 coat Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer B66-310



- First Coat: 1 coat Moore Super Spec-HP DTM Acrylic Low Luster P25
1 coat Akzo: Glidden Professional Diamond 350 Acrylic Eggshell GP1403
1 coat S-W Pro-Classic Waterborne Acrylic Satin, B20
- Second Coat: 1 coat Moore Super Spec-HP DTM Acrylic Low Luster P25
1 coat Akzo: Glidden Professional Diamond 350 Acrylic Eggshell GP1403
1 coat S-W Pro-Classic Waterborne Acrylic Satin, B20
- a. Total DFT not less than: 3.9 mils

2. Semi-Gloss Finish/Latex

- Primer: 1 coat Moore Super Spec-HP Acrylic Metal Primer (P04)
1 coat Akzo Devflex 4020 PF DTM Primer/Flat Finish or touch-up shop primer.
1 coat Sherwin-Williams, Pro Industrial Pro-Cryl Universal Primer B66-310
- First Coat: 1 coat Moore Super Spec HP DTM Acrylic Semi-Gloss (P29)
1 coat Akzo: Glidden Professional Diamond 350 Acrylic S/G GP1407
1 coat S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
- Second Coat: 1 coat Moore Super Spec HP DTM Acrylic Semi-Gloss (P29)
1 coat Akzo: Glidden Professional Diamond 350 Acrylic S/G GP1407
1 coat S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
- a. Total DFT not less than: 4.0 mils

C. Interior Concrete Block

1. Flat Finish/Vinyl Acrylic Latex over Filler

- Block Filler: 1 coat Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
1 coat Akzo Glidden Professional Concrete Coatings Block Filler GP 3010-1200
1 coat S-W Preprite Block Filler, B25W25
- First Coat: 1 coat Moore Ultra Spec 500 Interior Flat Latex (N536)
1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
1 coat S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
- Second Coat: 1 coat Moore Ultra Spec 500 Interior Flat Latex (N536)
1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
1 coat S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
- a. Total DFT not less than: 10.7 mils

2. Eggshell Finish/Vinyl Acrylic Latex Over Filler

- Block Filler: 1 coat Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
1 coat Akzo Glidden Professional Concrete Coatings Block Filler GP 3010-1200
1 coat S-W Preprite Block Filler, B25W25
- First Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP1403
1 coat S-W Promar 200 Zero VOC Interior Latex Eggshell, B20-2600
- Second Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP1403
- 1 coat S-W Promar 200 Zero VOC Interior Latex Eggshell, B30-2600
- a. Total DFT not less than: 10.9 mils



3. Semi-Gloss Finish/Vinyl Acrylic Latex over Filler

- Block Filler: 1 coat Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
1 coat Akzo Glidden Professional Concrete Coatings Block Filler GP 3010-1200
1 coat S-W Preprite Block Filler, B25W25
- First Coat: 1 coat Moore Ultra Spec 500 Interior Latex Gloss (N540)
1 coat Akzo Glidden Professional Diamond 350 Acrylic S/G GP 1407
1 coat S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
- Second Coat: 1 coat Moore Ultra Spec 500 Interior Latex Gloss (N540)
1 coat Akzo Glidden Professional Diamond 350 Acrylic S/G GP 1407
1 coat S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
- a. Total DFT not less than: 10.7 mils

D. Interior Drywall

1. Flat Finish/Vinyl Acrylic Latex

- Primer: 1 coat Moore Ultra Spec 500 Interior Latex Primer (N534)
1 coat Akzo Glidden Professional Gripper GP 3210
1 coat S-W Promar 200 Interior Latex Primer
- First Coat: 1 coat Moore Ultra Spec 500 Latex Flat (N536)
1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
1 coat S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
- Second Coat: 1 coat Moore Ultra Spec 500 Latex Flat (N536)
1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
1 coat S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
- a. Total DFT not less than: 3.6 mils

2. Eggshell Finish/Vinyl Acrylic Latex

- Primer: 1 coat Moore Ultra Spec 500 Interior Latex Primer (N534)
1 coat Akzo Glidden Professional Gripper GP 3210
1 coat S-W Promar 200 Interior Latex Primer,
- First Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP 1403
1 coat S-W Promar 200 Zero VOC Interior Latex Egg-Shell, B20-2600
- Second Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP 1403
1 coat S-W Promar 200 Zero VOC Interior Latex Egg-Shell B20-2600
- a. Total DFT not less than: 3.8 mils

E. Primer for Fiberglass Faced Drywall:

- 1 coat Glidden Prep and Primer Gripper Multi-Purpose Interior/Exterior Water Based Primer Sealer
3210-1200
- 1 coat Pratt & Lambert "Suprime" Interior Latex Enamel Undercoater Z1013/F1013
- 1 coat Sherwin Williams "Builders Solution."
- 1 coat Benjamin Moore 046 Fresh Start Acrylic Superior Primer



2.5 EXISTING SURFACES TO BE PAINTED

- A. Existing surfaces shall be painted in accordance with schedule given in Article 2.4 herein except that first or prime coat may be eliminated where existing paint is sound. Where existing paint must be removed down to base material, provide first or prime coat as specified.

2.6 PIPING AND MECHANICAL EQUIPMENT EXPOSED TO VIEW

- A. Paint all exposed piping, conduits, ductwork and mechanical and electrical equipment. Use heat resisting paint when applied to heating lines and equipment. The Contractor is cautioned not to paint or otherwise disturb moving parts in the mechanical systems. Mask or otherwise protect all parts as required to prevent damage.
- B. Exposed Uncovered Ductwork, Piping, Hangers and Equipment: Latex Enamel Undercoater and one (1) coat Acrylic Latex Flat.
- C. Exposed Covered Piping, Duct Work and Equipment: Primer/Sealer and one (1) coat Acrylic Latex Flat.
- D. Panel Boards, Grilles and Exposed Surfaces of Electrical Equipment: Latex Enamel Undercoater and two (2) coats Latex Semi-Gloss.
- E. Equipment or Apparatus with Factory-Applied Paint: Refinish any damaged surfaces to match original finish. Do not paint over name plates and labels.
- F. All surfaces of insulation and all other work to be painted shall be wiped or washed clean before any painting is started.
- G. All conduit, boxes, distribution boxes, light and power panels, hangers, clamps, etc., are included where painting is required.
- H. All items of Mechanical and Electrical trades which are furnished painted under their respective Contracts shall be carefully coordinated with the work of this Section so as to leave no doubt as to what items are scheduled to be painted under this Section.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where painting and finishing are to be applied and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL WORKMANSHIP REQUIREMENTS

- A. Only skilled mechanics shall be employed. Application may be by brush or roller. Spray application only upon acceptance from the Commissioner in writing.
- B. The Contractor shall furnish the Commissioner a schedule showing when he expects to have completed the respective coats of paint for the various areas and surfaces. This schedule shall be kept current as the job progresses.



- C. The Contractor shall protect his work at all times, and shall protect all adjacent work and materials by suitable covering or other method during progress of his work. Upon completion of the work, he shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of the work in clean, orderly and acceptable condition.
- D. Remove and protect hardware, accessories, device plates, lighting fixtures, and factory finished work, and similar items, or provide ample in place protection. Upon completion of each space, carefully replace all removed items by workmen skilled in the trades involved.
- E. Remove electrical panel box covers and doors before painting walls. Paint separately and re-install after all paint is dry.
- F. All materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
- G. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the City of New York.
- H. All coats shall be dry to manufacturer's recommendations before applying succeeding coats.
- I. Do not apply paint behind frameless mirrors that use mastic for adhering to wall surface.

3.3 PREPARATION OF SURFACES

- A. Existing Surfaces: Clean existing surfaces requiring paint or finishing, remove all loose and flaking paint or finish and sand surface smooth as required to receive new paint or finish. No "telegraphing" of lines, ridges, flakes, etc., through new surfacing is permitted. Where this occurs, Contractor shall be required to sand smooth and re-finish until surface meets with Commissioner's approval.
- B. General
 - 1. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and touching-up of all prime coats applied under other Sections of the work. Broom clean all spaces before painting is started. All surfaces to be painted or finished shall be perfectly dry, clean and smooth.
 - 2. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.
- C. Metal Surfaces
 - 1. Weld Fluxes: Remove weld fluxes, splatters, and alkali contaminants from metal surfaces in an approved manner and leave surface ready to receive painting.



2. Bare Metal: Thoroughly clean off all foreign matter such as grease, rust, scale and dirt before priming coat is applied. Clean surfaces, where solder flux has been used, with benzene. Clean surfaces by flushing with mineral spirits. For aluminum surfaces, wipe down with an oil free solvent prior to application of any pre-treatment.
 - a. Bare metal to receive high performance coating specified herein must be blast cleaned SSPC SP-6 prior to application if field applied primer; coordinate with steel trades furnishing ferrous metals to receive this coating to insure that this cleaning method is followed.
3. Shop Primed Metal: Clean off foreign matter as specified for "Bare Metal." Prime bare, rusted, abraded and marred surfaces with approved primer after proper cleaning of surfaces. Sandpaper all rough surfaces smooth.
4. Galvanized Metal: Prepare surface as per the requirements of ASTM D 6386.
5. Metal Filler: Fill dents, cracks, hollow places, open joints and other irregularities in metal work to be painted with an approved metal filler suitable for the purpose and meeting the requirements of the related Section of work; after setting, sand to a smooth, hard finish, flush with adjoining surface.
- D. Gypsum Drywall Surfaces: Scrape off all projections and splatters, spackles all holes or depressions, including taped and spackled joints, sand smooth. Conform to standards established in Section 092900 Gypsum Drywall.
- E. Block Masonry Surfaces: Thoroughly clean off all grit, grease, dirt mortar drippings or splatters, and other foreign matter. Remove nibs or projections from masonry surfaces. Fill cracks, holes or voids, not filled under the "Masonry" Section, with Portland cement grout, and bag surface so that it has approximately the same texture as the adjacent masonry surface.
- F. Testing for Moisture Content: Contractor shall test all plaster, masonry, and drywall surfaces for moisture content using a reliable electronic moisture meter. Contractor shall also test latex type fillers for moisture content before application of top coats of paint. Do not apply any paint or sealer to any surface or to latex type filler where the moisture content exceeds seven (7) percent as measured by the electronic moisture meter.
- G. Touch-Up: Prime paint all patched portions in addition to all other specified coats.

3.4 MATERIALS PREPARATION

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
- D. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.



3.5 APPLICATION

A. General

1. Apply paint by brush or roller in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required.
2. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sandpaper, or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer's directions.
3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - a. "Exposed surfaces" is defined as those areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, etc., are in place in areas scheduled to be painted.
5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint, before final installation of equipment.
6. Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.
7. Finish doors on tops, bottoms, and side edges the same as the faces, unless otherwise indicated.
8. Enamel finish applied to metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even surface.

B. Scheduling Painting

1. Apply the first coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 2. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Prime Coats: Re-coat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.



- E. "Touching-Up" of Factory Finishes: Unless otherwise specified or shown, materials with a factory finish shall not be painted at the project site. To "touch-up," the Contractor shall use the factory finished material manufacturer's recommended paint materials to repair abraded, chipped, or otherwise defective surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by the painting and finishing work. Leave all such work undamaged. Correct any damages by cleaning, repairing or replacing, and repainting, as acceptable to the Commissioner.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.7 CLEAN UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION 09 90 00



**SECTION 10 14 00
IDENTIFYING DEVICES**

PART I - GENERAL

1.1 RELATED DOCUMENT

- 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 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.3 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the identifying devices as shown on the drawings and/or specified herein.
1. Poster cases.
 2. Signage

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for each material and component part, including construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Submit detailed drawings for display cases. Include sections of typical trim members and dimensioned elevations. Show anchors, grounds, reinforcement, accessories, and installation details.
- C. Samples: Submit color samples for frame and door finish.

1.5 QUALITY ASSURANCE

- A. Qualifications of Installers: For installation of display cases, use only personnel who are thoroughly trained and experienced in the skills involved and who are completely familiar with the manufacturer's recommended methods of installation.
- B. Installation Methods: The recommended installation methods of the manufacturer shall become the basis for acceptance or rejection of actual installation methods used in the work.



- C. Source Limitations: Obtain display cases from single source from single manufacturer.

1.6 PROJECT CONDITIONS

- A. Existing Walls: Examine existing wall cladding and substrate construction to coordinate secure anchorage methods.
- B. Field Measurements: Verify actual dimensions of openings for display cases by field measurements before fabrication.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART II PRODUCTS

2.1 POSTER CASES

- A. Outdoor poster cases by Swingframe Mfg., or approved equal, interior cork backing with weather-resistant aluminum frame in color selected by Architect. Provide the following:
1. Lockable doors mounted on full-length piano hinges, two keys included.
 2. Profile: 2" overall depth.
 3. 5/8" usable interior depth.
 4. Weep holes at bottom of unit.
 5. High-impact acrylic glazing.
 6. Size: As indicated.

2.2 SIGNAGE

A. MANUFACTURER

1. Provide products from Mohawk Sign Systems, Inc, ASI Signage Systems, APCO Signs or approved equal.

B. GRAPHIC PROCESS

1. All signs shall be manufactured using Graphic Process Series 200A - Sand Carved using Format D or approved equal.
2. Tactile characters shall be raised the required 1/32" inches from sign face. Glue-on letters or etched backgrounds are not acceptable.
3. All text shall be accompanied by Grade 2 braille. Braille shall be separated 6" from the corresponding raised characters or symbols. Grade 2 braille translation to



be provided by signage manufacturer.

4. All letters, numbers and/or symbols shall contrast with their background, either light characters on a dark background or dark characters on a light background.
 5. Characters and background shall have a non-glare finish.
- C. Plaque material shall be Special Purpose SP125 decorative thermosetting high pressure laminate or approved equal. Material to be 1/8" thick laminate with a melamine resin surface and a phenolic resin core which provides resistance to abrasion, stains, alcohol, solvents, boiling water, and heat.
1. The material shall be NEMA rated and have flammability and smoke values that meet the standards for flammability of interior materials.
- D. Background color as selected by architect from manufacturer's actual color samples. Letterform shall be Gill Sans upper case letters and numbers
- E. Size of letters and numbers shall be as follows:
1. Room numbers shall be 1".
 2. Lettering for room ID signs shall be 5/8" or as noted.
 3. Symbol size shall be 4".
 4. Standard Grade 2 braille shall be 6" below copy.
 5. Corners: 6" radius
- F. Copy position: CC (centered/centered) or as indicated on drawings.

2.3 SIGN DESIGN

- A. Type A - Office and classroom signs, design M-310-A or approved equal with one window or M-310-B or approved equal with two windows where required. Window inserts by owner. Plaque size, 6" x 6".
- B. Type B - Room ID signs with room number and function, design M-311 or approved equal, size 6" x 6".
- C. Type C - Room ID signs with room function only on one or two lines of copy. Size 4" x the length required based on copy requirements.
- D. Type D - Restroom signs design ADA-3, size 8" x 8" with a 4" accessibility and gender symbol with the verbal description placed directly below and followed by Grade 2 braille.

2.4 EXTERIOR WALL SIGNS (AT HANDICAPPED ENTRANCES)

- A. Type E - Access entrance symbol sign, Design M-203-9 or approved equal Black duranodic aluminum frame. Insert size 9" x 9". Insert shall have a raised 4"



accessibility symbol with the verbal description, "Entrance" using 1" Gill Sans upper case letters directly below and followed by Grade 2 braille.

- B. See sign layouts on architectural drawings along with sign schedule.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where identifying devices are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Deliver factory-built units completely assembled in one piece without joints, whenever possible.
- B. Install units in locations and mounting heights as shown on drawings and in accordance with manufacturer's instructions, keeping perimeter lines straight, plumb and level. Provide all grounds, clips, backing materials, adhesives, brackets, anchors, trim and accessories for complete recessed installation.

3.3 ADJUSTING AND CLEANING

- A. Verify accessories required for each unit properly installed and operating units properly functioning.
- B. Adjust doors to operate smoothly without warp or bind and so contact points meet accurately. Lubricate operating hardware as recommended by manufacturer.
- C. Touch up factory-applied finishes to restore damaged areas.

END OF SECTION 10 14 00



SECTION 10 21 13

TOILET PARTITIONS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the floor mounted solid plastic toilet partitions as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Floor mounted, overhead braced toilet partitions.
 - 2. Wall hung urinal screens.
 - 3. Hardware and accessories.

1.3 RELATED SECTIONS

- A. Gypsum Drywall - Section 092900.
- B. Tile Work - Section 093000.
- C. Toilet Accessories - Section 102800.

1.4 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to fabrication to ensure proper fitting of the work.
- B. Inserts and Anchorages: Furnish inserts and anchoring devices which must be built into other work for the installation of toilet partitions and related work. Coordinate delivery with other work to avoid delay.

1.5 SUBMITTALS

- A. Shop Drawings: Before any of the materials of this Section are delivered to the job site, submit the following:
 - 1. Room layouts and elevations for all areas, with dimensions based on actual dimensions taken at job site.
 - 2. Materials, finishes, details of construction, gauges of metal, hardware, fastening and anchoring conditions and relation to adjoining constructions.



- B. Samples: Submit the following:
 - 1. One 12" x 12" sample of stainless steel finish.
 - 2. One sample of each type of hardware and fitting item including related fasteners. Include all items listed under 2.2 C. below.
- C. Templates: Submit templates to other trades as required for support of toilet partitions.
- D. Submit sealers, sealants, paints, coatings, and adhesives used on site and on the interior of the weatherproofing system.

PART II - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Type and Manufacturer: Toilet compartment shall be floor mounted overhead braced, 100% post-consumer recycled polyethylene assemblies with non-corrosive doors, panels, and pilasters equal to ORIGINS Partitions by Yemm & Hart Ltd., or equivalent product of Bradley Corporation, Global Partitions, or approved equal.
- B. Type: Provide wall hung urinal screens of same material as toilet partitions.
- C. Refer to drawings for sizes and configurations.

2.2 MATERIALS AND COMPONENTS

- A. Panels: solid polymer resin nominal 1" thick by 55" high and of required depth with uniformly machined radius edges. Panels shall be anchored to front pilasters with a continuous "U" channel and to wall with 3 standard aluminum double ear clip brackets. All brackets shall be heavy extruded bright-anodized type 6463T5 aluminum.
- B. Doors: Nominal 1" thick by 55" high and of the same design and construction as specified for dividing panels.
- C. Pilasters: Nominal 1" thick by 82" high and of the same design and construction as specified for dividing panels and doors. Pilaster shall be secured to the floor by means of a 1/8" aluminum angle and 3/4" tamper-proof Torx screws and to walls with 3 standard aluminum single ear clip brackets. Top bracing shall be bright anodized aluminum channel 1-1/2" x 1-1/4" weighing no less than 0.75 pounds per linear foot of "anti-grip" design to cap top of pilasters and secured on inside of compartment with 5/8" stainless steel tamper-proof Torx screws. Floor fasteners shall be concealed by a 4" high one-piece 20-gauge type 304 stainless steel floor shoe.
- D. Hardware: Compartments shall be supplied with all hardware and fasteners for a complete installation. Doors shall be hung on Yemm & Hart #200 Integral Hinge or approved equal which may be set during installation at 30 deg. for in-swing and closed for out-swing. Strike shall be a high-density polymer resin combination strike and Zero-Sight Line rabbet groove. Keeper and latch housing shall be heavy extruded bright anodized Yemm & Hart type 6463T5 aluminum or approved equal. Slide bar and knob shall be heavy extruded bright anodized Yemm & Hart type 6463T5 aluminum or approved equal with Duracoat



black finish. Door pull shall be #406 Zamac or approved equal. Coat hook/wall bumper shall be heavy chrome-plated Zamac. All hardware shall be fastened with tamper-proof fasteners. Handicapped stall door shall be equipped with a slide latch that does not require gripping or twisting and door shall be slotted to permit emergency access.

- E. Fittings: All brackets shall be heavy extruded bright anodized type 6463T5 aluminum. Floor and wall fasteners shall be #14 x 1-3/4" tamper-proof Torx screws with conical plastic anchors. All other fasteners shall be 5/8" stainless steel tamper-proof Torx screws. Headrail brackets shall be 18-gauge stainless steel.
- F. Finish: uniform color pattern throughout and textured finish; color: Basis of Design is Yemm and Hart: 121 Limestone.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where toilet partitions are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install work of this Section in a rigid and permanent manner, straight and plumb, with all horizontal lines level.
- B. Install panels and doors 12" above finished floor, unless otherwise indicated. Toilet compartment doors shall be centered on water closets, unless otherwise indicated.
- C. Maintain uniform clearance of approx. 1/2" between pilasters and panels, and 1/2" between pilasters or panels and finished wall.
- D. Maintain uniform clearance of 1/4" or less between vertical edges of doors and pilasters.
- E. Set pilaster units with anchorages having not less than two (2) inches penetration into structural floor. Level, plumb, and tighten installation with devices furnished. Hang doors and adjust so that tops of doors are level with tops of pilasters when doors are in closed position.

END OF SECTION 10 21 13



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 10 28 00

TOILET ACCESSORIES

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the toilet accessories as shown on the drawings and/or specified herein.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Gypsum board partitions - Section 092900.
- C. Ceramic tile - Section 093000.
- D. Toilet partitions - Section 102113.
- E. Electrical - Division 26.

1.4 QUALITY ASSURANCE

- A. Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete or built into masonry; coordinate delivery with other work to avoid delay.
- B. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units. Accessories shall be installed at heights that are in compliance with the prevailing Handicapped Code.
- C. Products: Unless otherwise noted, provide products of same manufacturer for each type of unit and for units exposed in same areas.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, catalogue cuts and installation instructions for each toilet accessory.



- B. Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices in other work
- C. Submit schedule of accessories indicating quantity and location of each item.

1.6 PRODUCT HANDLING

- A. Deliver accessories to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type or material, manufacturer's name and brand name. Delivered materials shall be identical to approved samples.

PART II PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22 gauge minimum, unless otherwise indicated.
- B. Brass: ASTM B 19 flat products; ASTM B 16, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.
- C. Galvanized Steel Sheet: ASTM A 653, G60.
- D. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B 456, Type SC 2.
- E. Mirrors: ASTM C 1503, mirror glazing quality, clear glass mirrors, nominal 1/4" thick.
- F. Stainless Steel Mirrors: Surface mounted, bright annealed, stretcher leveled, Type 430 stainless steel mirror; tempered Masonite bonded to mirror with adhesive, frameless.

2.2 FASTENING DEVICES

- A. Exposed Fasteners: Theftproof type, chrome plated, or stainless steel; match finishes on which they are being used.
- B. Concealed Fasteners: Galvanized (ASTM A 123) or cadmium plated.
- C. No exposed fastening devices permitted on exposed frames.
- D. For metal stud drywall partitions, provide ten (10) gauge galvanized sheet concealed anchor plates for securing surface mounted accessories.

2.3 FABRICATION

- A. General: Stamped names or labels on exposed faces of toilet accessory units are not permitted. Unobtrusive labels on surfaces not exposed to view are acceptable. Where locks are required for a particular type of toilet accessory, provide same keying throughout project. Furnish two keys for each lock.



- B. Surface-Mounted Toilet Accessories, General: Fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage.
- C. Recessed Toilet Accessories, General: Fabricate units of all welded construction, without mitered corners. Hang doors of access panels with full-length stainless steel piano hinge. Provide anchorage which is fully concealed when unit is closed.

2.4 MANUFACTURERS

- A. Provide products manufactured by Bobrick Washroom Equipment Co., American Specialties, Inc., Bradley Corp., or approved equal.

2.5 ACCESSORY SCHEDULE

- A. As indicated on drawings.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where toilet accessories are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 PREPARATION

- A. Accessories which are to be partition mounted shall be closely coordinated with other trades, so that the necessary reinforcing is provided to receive the accessories.
- B. Furnish templates and setting drawings and anchor plates required for the proper installation of the accessories at gypsum drywall and masonry partitions. Coordinate the work to assure that base plates and anchoring frames are in the proper position to secure the accessories.
- C. Verify by measurements taken at the job site those dimensions affecting the work. Bring field dimensions which are at variance with those on the approved shop drawings to the attention of the Commissioner. Obtain decision regarding corrective measures before the start of fabrication of items affected.
- D. Cooperate in the coordination and scheduling of the work of this Section with the work of other Sections so as not to delay job progress.

3.3 INSTALLATION

- A. Install accessories at locations indicated on the drawings, using skilled mechanics, in a plumb, level and secure manner.
- B. Concealed anchor assemblies for gypsum drywall partitions shall be securely anchored to metal studs to accommodate accessories. Assemblies shall consist of plates and/or angles tack welded to studs.



- C. Secure accessories in place, at their designated locations by means of theftproof concealed set screws, so as to render removing of the accessory with a screwdriver impossible.
- D. Unless otherwise indicated, accessories shall conform to heights from the finished floor as shown on the drawings. Where locations are not indicated, such locations shall be as directed by the Commissioner.
- E. Installed accessories shall operate quietly and smoothly for use intended. Doors and operating hardware shall function without binding or unnecessary friction. Dispenser type accessories shall be keyed alike. Prior to final acceptance, master key and one duplicate key shall be given to City of New York.
- F. The Commissioner shall be the sole judge of workmanship. Workmanship shall be of the highest quality. Open joints, weld marks, poor connections, etc., will not be permitted. The Commissioner has the right to reject any accessory if he feels the workmanship is below the standards of this project.
- G. Grab bars shall be installed so that they can support a three hundred (300) lb. load for five minutes per ASTM F 446.

3.4 CLEANING AND PROTECTION

- A. Upon completion of the installation, clean accessories of dirt, paint and foreign matter.
- B. During the installation of accessories and until finally installed and accepted, protect accessories with gummed canvas or other means in order to maintain the accessories in acceptable condition.
- C. Replace and/or repair installed work which is damaged or defective to the City of New York's satisfaction, at no additional cost.

END OF SECTION 10 28 00



SECTION 10 56 13

METAL SHELVING

PART 1 GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the metal shelving as indicated on the drawings and/or specified herein.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Gypsum drywall - Section 092900.

1.4 QUALITY ASSURANCE

- A. Products shall be standard best quality for the particular kind of material required.

1.5 SUBMITTALS

- A. Product Data
 - 1. Manufacturer's catalogue and specifications.
 - 2. Recommended installation procedures.
- B. Shop Drawings
 - 1. Elevations and sections.
 - 2. Method of anchoring and connecting to surrounding construction.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver metal shelving in ample time to facilitate the work of this Section.
- B. Take care to protect components during handling and storage.



PART II PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: Subject to compliance with requirements, provide products from Hallowell or comparable products by Penco, Lyon Metal Products or approved equal.

2.2 MATERIALS

- A. Finishing: All shelving components to be cleaned and coated after fabrication with a seven stage zinc/iron phosphate solution to inhibit corrosion, followed by a coat of high grade custom blend powder electrostatically sprayed and baked at 350 degrees Fahrenheit for a minimum of 20 minutes to provide a tough durable finish.
- B. Color for all steel components: Hallowell 708 Midnight Ebony (black) or approved equal.
- C. Angle Post (Standard-Duty): 1-1/2" x 1-1/2" x 14 gauge cold rolled steel corner post uprights.
- D. Double Rivet Angle Beam (Standard-Duty): 2-3/4" x 1" x 16 gauge cold rolled steel. Typical for beams up to 36" in length.
- E. Double Rivet Angle Beam (Heavy-Duty): 2-3/4" x 1" x 14 gauge cold rolled steel. An upgrade to our standard duty double rivet angle beams, our heavy duty double rivet angle beams provide additional unit rigidity and even higher shelf capacity. Typical for beams 48" long and greater.
- F. Center Support: 2-3/4" x 1" x 1" x 16 gauge cold rolled steel. Used to provide additional shelf support front-to-back by bolting between double rivet beams at pre-punched locations.
- G. Steel Decking: 14 gauge cold rolled sheet steel with flange formed at front and back designed to overhang left to right beams at front and back.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where metal shelving is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Manufacturers' installation procedures shall govern.
- B. Install metal shelves square, level and true anchoring firmly to walls.
- C. Install required accessories as recommended by the manufacturer.



3.3 ADJUST AND CLEAN

- A. Clean and leave free from blemishes, defects and dirt. Use only cleaning agents recommended by the manufacturer.
- B. Adjust hardware and accessories for maximum efficiency.

END OF SECTION 10 56 13



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 12 93 13

BICYCLE RACKS

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the bicycle racks as shown on the drawings and/or specified herein.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen 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.

1.4 DELIVERY AND STORAGE

- A. Deliver products to project site in manufacturer's undamaged protective containers.
- B. Delay delivery until spaces to receive them have been fully enclosed and utility rough ins are complete.

PART II PRODUCTS

2.1 BICYCLE RACKS

- A. Provide bicycle racks conforming to New York City Department of Parks standards, as manufactured by Dero Bike Racks, Bike Solutions, Global Industrial, or approved equal.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where bicycle racks are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.



- B. Install the work of this Section in strict accordance with the original design, pertinent requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Commissioner, anchoring all components firmly into position for long life under hard use.
- C. Touch up scratches and abrasions to be completely invisible to the unaided eye from a distance of five (5) feet.
- D. Promptly remove from the job site all cartons and packing material associated with the work of this Section.

END OF SECTION 12 93 13



SECTION 22 04 00

BASIC PLUMBING REQUIREMENTS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 administrative and procedural requirements for installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in General Conditions:
1. Submittals.
 2. Coordination drawings.
 3. Record documents.
 4. Maintenance manuals.
 5. Rough-ins.
 6. Installations.
 7. Cutting and patching.

1.3 SUBMITTALS

- A. General: Follow the procedures specified in General Conditions.
- B. Increase, by the quantity listed below, the number of related shop drawings, product data, and samples submitted, to allow for required distribution plus two copies of each submittal required, which will be retained by the Consulting Professional engineer licensed in the State of New York.
1. Shop Drawings - Initial Submittal: 1 additional blue- or black-line prints.
 2. Shop Drawings - Final Submittal: 1 additional blue- or black-line prints.
 3. Product Data: 1 additional copy of each item.
 4. Samples: 1 addition as set.
- C. Additional copies may be required by individual sections of these Specifications.
- D. The Contractor shall submit a "Shop Drawing Submittal and Review Schedule", listing all shop drawings, catalog data, wiring diagrams, etc., indicating submission dates and shall allow for at least five (5) business days for review and approval.



- E. No deviations will be allowed from the submitted "Shop Drawing Submittal and Review Schedule".
- F. Submittals not required by the contract documents will not be accepted or reviewed.
- G. Submittals indicating design changes, or system substitutions will not be accepted or reviewed.
- H. The Contractor shall, prior to purchasing, manufacturing, or installing, submit to the Commissioner two (2) prints and one (1) reproducible sepia of the following:
 - 1. Shop drawings of the entire piping systems.
 - a. Shop drawings shall be drawn to the scale not smaller than 3/8"=1'-0".
 - b. Shop drawings shall indicate other elements located in the vicinity of the piping systems, such as: electrical fixtures, conduits, other piping systems, equipment, appliances, plumbing fixtures, structural elements, etc.
 - c. Locations shall be coordinated with all other trades and with all Architectural drawings.
- I. The Contractor shall, prior to purchasing, manufacturing, or installing, submit to the Commissioner six (6) copies of the following:
 - 1. Catalog data indicating fittings, valves, hangers, attachments, etc.
 - 2. Catalog data for all equipment, appliances, devices, etc.
 - 3. Point - to - point wiring diagrams.
 - 4. Sequence of operation.

1.4 WRITTEN REPORTS

- A. This Contractor shall submit to the Commissioner the following reports for review and approval:
 - 1. Piping Pressure Test Report, certifying that all sections of the piping were air pressure tested and that there was no reduction in pressure indication during the duration of the tests.
 - 2. Piping Functional Test Report, certifying that all sections of the drain piping were tested for natural gravity draining, that there were no sections of the piping that do not drain or create flooding conditions.
- B. Installation of non-removable ceilings and partitions shall proceed upon acceptance and approval of the Reports.

1.5 MAINTENANCE MANUALS

- A. Prepare maintenance manuals. In addition to the requirements specified in General Conditions, include the following information for equipment items:
 - 1. Description of function, normal operating characteristics and limitations, performance curves, professional engineer licensed in the State of New York data and tests, and complete nomenclature and commercial numbers of replacement parts.



2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

1.7 COMPLIANCE

- A. All work and materials shall comply with the laws and requirements of authorities having jurisdiction.
- B. All work, materials, equipment, devices, etc., shall be in compliance with requirements and shall be vandal-proof, weather or not specifically so called for elsewhere in construction drawings and specifications.

1.8 ELECTRICAL REQUIREMENTS

- A. Notify the Contractor as to the extent and capacity of the power wiring required for the equipment (such as air conditioning units, exhaust fans, condensate removal pump sets, kitchen appliances, sprinkler systems, automatic temperature and control systems, etc.) installed by this Contractor, prior to submitting his proposal. It shall be understood that the wiring not included in the notification will be performed by this Contractor.

1.9 CONTROL WIRING

- A. All control wiring shall be performed under this trade.

1.10 MISCELLANEOUS STEEL AND VIBRATION ISOLATION

- A. Miscellaneous steel and vibration isolators shall be provided under this trade.

PART II – PRODUCTS (NOT USED)

PART III- EXECUTION

3.1 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

3.2 INSTALLATIONS



- A. General: Sequence, coordinate, and integrate the various elements of systems, materials, and equipment. Comply with the following requirements:
1. Coordinate systems, equipment, and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for installations.
 4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
 5. Sequence, coordinate, and integrate installations of materials and equipment for efficient flow of the Work.
 6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
 7. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Commissioner.
 8. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
 9. Install equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
 10. Install access panel or doors where units are concealed behind finished surfaces. Access panels and doors are specified in Section "ACCESS DOORS"
 11. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

3.3 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with General Conditions. In addition to the requirements specified in General Conditions, the following requirements apply:
1. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
- B. Perform cutting, fitting, and patching of equipment and materials required to:
1. Uncover Work to provide for installation of ill-timed Work.
 2. Remove and replace defective Work.
 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 4. Remove samples of installed Work as specified for testing.
 5. Install equipment and materials in existing structures.
 6. Upon written instructions from the Commissioner, uncover and restore Work to provide for Commissioner/Professional engineer licensed in the State of New York observation of concealed Work.
- C. Cut, remove and legally dispose of selected equipment, components, and materials as indicated, including but not limited to removal of piping, heating units, plumbing fixtures and trim, and other items made obsolete by the new Work.



**Department of
Design and
Construction**

FMS No. - P109STARA

Issue Date - 06/01/2017

- D. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- E. Provide and maintain temporary partitions, or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
 - 1. Patch finished surfaces and building components using new materials specified for the original installation and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.

END OF SECTION 22 04 00



**Department of
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SECTION 22 05 14

COMMON WORK RESULTS FOR PLUMBING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Piping materials and installation instructions common to most piping systems.
2. Transition fittings.
3. Dielectric fittings.
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. Painting and finishing.
9. Supports and anchorages.
10. Plumbing Demolition.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, 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 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 plastic materials:
 - 1. PE: Polyethylene plastic.
 - 2. PVC: Polyvinyl chloride plastic.
- G. 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.

1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Electrical Characteristics for PLUMBING Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

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.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

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. Access panels and doors are specified in "Access Doors and Frames."

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified, or approved equal.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual piping Sections for pipe, tube, and fitting materials and joining methods.

2.3 JOINING MATERIALS

- A. Refer to individual piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated.

2.4 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 (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
 - 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.
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
 - 1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig (1035- or 2070-kPa) minimum working pressure where required to suit system pressures.

2.5 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.
- 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: 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.

2.6 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) 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.

2.7 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, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
 - 1. Finish: Polished chrome-plated.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 - 1. Finish: Polished chrome-plated.
- E. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.8 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.

PART III - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Disconnect, demolish, and remove plumbing 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. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to City of New York.
- 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 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.
- 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).
 - 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 "Joint Sealants" for materials and installation.
- 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 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. 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.
- E. 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.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.

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. 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 not 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 Plumbing 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.

3.6 PAINTING

- A. Painting of Plumbing systems, equipment, and components is specified.
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor Plumbing materials and equipment.
- B. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

- A. Mix and install grout for Plumbing 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.

END OF SECTION 22 05 14



SECTION 22 05 16

EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Metal-bellows expansion joints.
 - 2. Flexible-hose expansion joints.
 - 3. Pipe bends and loops.
 - 4. Alignment guides and anchors.

1.3 PERFORMANCE REQUIREMENTS

- A. Compatibility: Products shall be suitable for piping system fluids, materials, working pressures, and temperatures.
- B. Capability: Products shall absorb 200 percent of maximum axial movement between anchors.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Engineering Services Submittal: For each anchor and alignment guide indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the State of New York responsible for their preparation.
 - 1. Design Calculations: Calculate requirements for thermal expansion of piping systems and for selecting and designing expansion joints, loops, and bends.
 - 2. Anchor Details: Detail fabrication of each anchor indicated. Show dimensions and methods of assembly and attachment to building structure.
 - 3. Alignment Guide Details: Detail field assembly and attachment to building structure.
 - 4. Schedule: Indicate type, manufacturer's number, size, material, pressure rating, end connections, and location for each expansion joint.



- C. Welding certificates.
- D. Product Certificates: For each type of pipe expansion joint, signed by product manufacturer.
- E. Maintenance Data: For pipe expansion joints to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. Steel Shapes and Plates: AWS D1.1, "Structural Welding Code - Steel."
 - 2. Welding to Piping: ASME Boiler and Pressure Vessel Code: Section IX.

PART II - PRODUCTS

2.1 EXPANSION JOINTS

- A. Metal-Bellows Expansion Joints: ASTM F 1120, circular-corrugated-bellows type with external tie rods.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Adscio Manufacturing, LLC.
 - b. Anamet, Inc.
 - c. Badger Industries.
 - d. Expansion Joint Systems, Inc.
 - e. Flex-Hose Co., Inc.
 - f. Flexicraft Industries.
 - g. Flex-Pression, Ltd.
 - h. Flex-Weld, Inc.
 - 2. Metal-Bellows Expansion Joints for Copper Piping: Single- or multiple-ply phosphor-bronze bellows, copper pipe end connections, and brass shrouds.
 - 3. Metal-Bellows Expansion Joints for Steel Piping: Single- or multiple-ply stainless-steel bellows, steel pipe end connections, and carbon-steel shroud.
 - 4. Minimum Pressure Rating: 150 psig, unless otherwise indicated.
 - 5. Configuration: Single- or double-bellows type with base, unless otherwise indicated.
 - 6. End Connections: Flanged or weld.
- B. Flexible-Hose Expansion Joints: Manufactured assembly with two flexible-metal-hose legs joined by long-radius, 180-degree return bend or center section of flexible hose; with inlet and outlet elbow fittings, corrugated-metal inner hoses, and braided outer sheaths.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Flex-Hose Co., Inc.
 - b. Flexicraft Industries.



- c. Flex-Pression, Ltd.
 - d. Metraflex, Inc.
2. Flexible-Hose Expansion Joints for Copper Piping: Copper-alloy fittings with solder- joint end connections.
- a. NPS 2 (DN 50) and Smaller: Bronze hoses and single-braid bronze sheaths with 450 psig at 70 deg F and 340 psig at 450 deg F ratings.
 - b. NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Stainless-steel hoses and single-braid, stainless-steel sheaths with 300 psig at 70 deg F and 225 psig at 450 deg F ratings.
3. Flexible-Hose Expansion Joints for Steel Piping: Carbon-steel fittings with threaded end connections for NPS 2 (DN 50) and smaller and flanged end connections for NPS 2-1/2 (DN 65) and larger.
- a. NPS 2 (DN 50) and Smaller: Stainless-steel hoses and single-braid, stainless-steel sheaths with 450 psig at 70 deg F and 325 psig at 600 deg F ratings.
 - b. NPS 2-1/2 to NPS 6 (DN 65 to DN 150): Stainless-steel hoses and single-braid, stainless-steel sheaths with 200 psig at 70 deg F and 145 psig at 600 deg F (1000 kPa at ratings).
4. Flexible-Hose Expansion Joints for Steel Piping: Carbon-steel fittings with threaded end connections for NPS 2 (DN 50) and smaller and flanged end connections for NPS 2-1/2 (DN 65) and larger.
- a. NPS 2 (DN 50) and Smaller: Stainless-steel hoses and double-braid, stainless-steel sheaths with 700 psig at 70 deg F and 515 psig at 600 deg F ratings.
 - b. NPS 2-1/2 to NPS 6 (DN 65 to DN 150): Stainless-steel hoses and double-braid, stainless-steel sheaths with 275 psig at 70 deg F and 200 psig at 600 deg F ratings.

2.2 ALIGNMENT GUIDES

- A. Description: Steel, factory fabricated, with bolted two-section outer cylinder and base for alignment of piping and two-section guiding spider for bolting to pipe.
- 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Adscro Manufacturing, LLC.
 - b. Advanced Thermal Systems, Inc.
 - c. Flex-Hose Co., Inc.
 - d. Flexicraft Industries.
 - e. Flex-Weld, Inc.

2.3 MATERIALS FOR ANCHORS

- A. Steel Shapes and Plates: ASTM A 36/A 36M.
- B. Bolts and Nuts: ASME B18.10 or ASTM A 183, steel, hex head.
- C. Washers: ASTM F 844, steel, plain, flat washers.



- D. Mechanical Fasteners: Insert-wedge-type stud with expansion plug anchor for use in hardened portland cement concrete, and tension and shear capacities appropriate for application.
 - 1. Stud: Threaded, zinc-coated carbon steel.
 - 2. Expansion Plug: Zinc-coated steel.
 - 3. Washer and Nut: Zinc-coated steel.
- E. Chemical Fasteners: Insert-type-stud bonding system anchor for use with hardened portland cement concrete, and tension and shear capacities appropriate for application.
 - 1. Bonding Material: ASTM C 881, Type IV, Grade 3, 2-component epoxy resin suitable for surface temperature of hardened concrete where fastener is to be installed.
 - 2. Stud: ASTM A 307, zinc-coated carbon steel with continuous thread on stud, unless otherwise indicated.
 - 3. Washer and Nut: Zinc-coated steel.
- F. Concrete: Portland cement mix, 3000 psi minimum.
- G. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink, nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART III - EXECUTION

3.1 EXPANSION-JOINT INSTALLATION

- A. Install manufactured, nonmetallic expansion joints according to FSA's "Technical Handbook: Non-Metallic Expansion Joints and Flexible Pipe Connectors."
- B. Install expansion joints of sizes matching size of piping in which they are installed.
- C. Install alignment guides to allow expansion and to avoid end-loading and torsional stress.

3.2 PIPE BEND AND LOOP INSTALLATION

- A. Install pipe bends and loops cold-sprung in tension or compression as required to partly absorb tension or compression produced during anticipated change in temperature.
- B. Attach pipe bends and loops to anchors.
 - 1. Steel Anchors: Attach by welding. Comply with ASME B31.9 and ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 2. Concrete Anchors: Attach by fasteners. Follow fastener manufacturer's written instructions.



3.3 SWING CONNECTIONS

- A. Connect risers and branch connections to mains with at least five pipe fittings, including tee in main.
- B. Connect risers and branch connections to terminal units with at least four pipe fittings, including tee in riser.
- C. Connect mains and branch connections to terminal units with at least four pipe fittings, including tee in main.

3.4 ALIGNMENT-GUIDE INSTALLATION

- A. Install guides on piping adjoining pipe expansion fittings and loops.
- B. Attach guides to pipe and secure to building structure.

3.5 ANCHOR INSTALLATION

- A. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- B. Fabricate and install steel anchors by welding steel shapes, plates, and bars to piping and to structure. Comply with ASME B31.9 and AWS D1.1.
- C. Construct concrete anchors of poured-in-place concrete of dimensions indicated and include embedded fasteners.
- D. Install pipe anchors according to expansion-joint manufacturer's written instructions if expansion joints are indicated.
- E. Use grout to form flat bearing surfaces for expansion fittings, guides, and anchors installed on or in concrete.

END OF SECTION 22 05 16



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SECTION 22 05 19

METERS AND GAGES FOR PLUMBING PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Thermometers.
 - 2. Gages.
 - 3. Test plugs.
- B. Related Sections:
 - 1. Section "Domestic Water Piping" for domestic and fire-protection water service meters inside the building.
 - 2. Section "Facility Natural Gas Piping" for gas meters.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated; include performance curves.
- B. Shop Drawings: Schedule for thermometers and gages indicating manufacturer's number, scale range, and location for each.
- C. Product Certificates: For each type of thermometer and gage, signed by product manufacturer.

PART II - PRODUCTS

2.1 METAL-CASE, LIQUID-IN-GLASS THERMOMETERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Palmer - Wahl Instruments Inc.
 - 2. Weiss Instruments, Inc.



- B. Case: Die-cast aluminum or brass, 7 inches long.
- C. Tube: Red or blue reading, mercury or organic-liquid filled, with magnifying lens.
- D. Tube Background: Satin-faced, nonreflective aluminum with permanently etched scale markings.
- E. Window: Glass.
- F. Connector: Adjustable type, 180 degrees in vertical plane.
- G. Stem: Copper-plated steel, aluminum, or brass for thermowell installation and of length to suit installation.
- H. Accuracy: Plus or minus 1 percent of range or plus or minus 1 scale division to maximum of 1.5 percent of range.

2.2 THERMOWELLS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. AMETEK, Inc.; U.S. Gauge Div.
 - 2. Ashcroft Commercial Instrument Operations; Dresser Industries; Instrument Div.
 - 3. Ernst Gage Co.
 - 4. Marsh Bellofram.
 - 5. Miljoco Corp.
 - 6. NANMAC Corporation.
 - 7. Noshok, Inc.
 - 8. Palmer - Wahl Instruments Inc.
 - 9. REO TEMP Instrument Corporation.
- B. Manufacturers: Same as manufacturer of thermometer being used.
- C. Description: Pressure-tight, socket-type metal fitting made for insertion into piping and of type, diameter, and length required to hold thermometer.

2.3 PRESSURE GAGES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. AMETEK, Inc.; U.S. Gauge Div.
 - 2. Ashcroft Commercial Instrument Operations; Dresser Industries; Instrument Div.
 - 3. Ernst Gage Co.
 - 4. Eugene Ernst Products Co.
 - 5. KOBOLD Instruments, Inc.
 - 6. Marsh Bellofram.
 - 7. Miljoco Corp.



8. Noshok, Inc.
9. Palmer - Wahl Instruments Inc.

B. Direct-Mounting, Dial-Type Pressure Gages: Indicating-dial type complying with ASME B40.100.

1. Case: Liquid-filled type, drawn steel or cast aluminum, 4-1/2-inch diameter.
2. Pressure-Element Assembly: Bourdon tube, unless otherwise indicated.
3. Pressure Connection: Brass, NPS 1/4 (DN 8), bottom-outlet type unless back-outlet type is indicated.
4. Movement: Mechanical, with link to pressure element and connection to pointer.
5. Dial: Satin-faced, nonreflective aluminum with permanently etched scale markings.
6. Pointer: Red or other dark-color metal.
7. Window: Glass.
8. Ring: Brass.
9. Accuracy: Grade A, plus or minus 1 percent of middle half scale.
10. Vacuum-Pressure Range: 30-in. Hg of vacuum to 15 psig of pressure.
11. Range for Fluids under Pressure: Two times operating pressure.

C. Pressure-Gage Fittings:

1. Valves: NPS 1/4 (DN 8) brass or stainless-steel needle type.
2. Snubbers: ASME B40.5, NPS 1/4 (DN 8) brass bushing with corrosion-resistant, porous-metal disc of material suitable for system fluid and working pressure.

2.4 TEST PLUGS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Flow Design, Inc.
2. MG Piping Products Co.
3. National Meter, Inc.
4. Peterson Equipment Co., Inc.
5. Sisco Manufacturing Co.
6. Terice, H. O. Co.
7. Watts Industries, Inc.; Water Products Div.

B. Description: Corrosion-resistant brass or stainless-steel body with core inserts and gasketed and threaded cap, with extended stem for units to be installed in insulated piping.

C. Minimum Pressure and Temperature Rating: 500 psig at 200 deg F.

D. Core Inserts: One or two self-sealing rubber valves.

1. Insert material for water service at 20 to 200 deg F shall be CR.
2. Insert material for water service at minus 30 to plus 275 deg F shall be EPDM.



- E. Test Kit: Furnish one test kit(s) containing one pressure gage and adaptor, one thermometer(s), and carrying case. Pressure gage, adapter probes, and thermometer sensing elements shall be of diameter to fit test plugs and of length to project into piping.
1. Pressure Gage: Small bourdon-tube insertion type with 2- to 3-inch- diameter dial and probe. Dial range shall be 0 to 200 psig.
 2. Low-Range Thermometer: Small bimetallic insertion type with 1- to 2-inch- diameter dial and tapered-end sensing element. Dial ranges shall be 25 to 125 deg F.
 3. High-Range Thermometer: Small bimetallic insertion type with 1- to 2-inch- diameter dial and tapered-end sensing element. Dial ranges shall be 0 to 220 deg F.
 4. Carrying case shall have formed instrument padding.

PART III - EXECUTION

3.1 THERMOMETER APPLICATIONS

- A. Install liquid-in-glass thermometers in the outlet of each domestic, hot-water storage tank.
- B. Install liquid-filled-case-type, bimetallic-actuated dial thermometers at suction and discharge of each pump.
- C. Provide the following temperature ranges for thermometers:
 1. Domestic Hot Water: 30 to 180 deg F, with 2-degree scale divisions.
 2. Domestic Cold Water: 0 to 100 deg F, with 2-degree scale divisions.

3.2 GAGE APPLICATIONS

- A. Install dry-case-type pressure gages for discharge of each pressure-reducing valve.
- B. Install liquid-filled-case-type pressure gages at suction and discharge of each pump.

3.3 INSTALLATIONS

- A. Install direct-mounting thermometers and adjust vertical and tilted positions.
- B. Install thermowells with socket extending a minimum of 2 inches into fluid, one-third of diameter of pipe, to center of pipe and in vertical position in piping tees where thermometers are indicated.
- C. Install direct-mounting pressure gages in piping tees with pressure gage located on pipe at most readable position.
- D. Install needle-valve and snubber fitting in piping for each pressure gage.
- E. Install test plugs in tees in piping.



- F. Install permanent indicators on walls or brackets in accessible and readable positions.
- G. Install connection fittings for attachment to portable indicators in accessible locations.
- H. Install thermometers and gages adjacent to machines and equipment to allow service and maintenance for thermometers, gages, machines, and equipment.
- I. Adjust faces of thermometers and gages to proper angle for best visibility.

END OF SECTION 22 05 19



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SECTION 22 05 23

GENERAL DUTY VALVES FOR PLUMBING PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 general-duty valves:
 - 1. Copper-alloy ball valves.
 - 2. Bronze check valves.
 - 3. Gray-iron swing check valves.
 - 4. Bronze gate valves.
 - 5. Cast-iron gate valves.
- B. Related Sections include the following:
 - 1. Section "Identification for Plumbing Piping and Equipment" for valve tags and charts.

1.3 SUBMITTALS

- A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

1.4 QUALITY ASSURANCE

- A. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.
- B. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:



1. Protect internal parts against rust and corrosion.
 2. Protect threads, flange faces, grooves, and weld ends.
 3. Set angle, gate, and globe valves closed to prevent rattling.
 4. Set ball valves open to minimize exposure of functional surfaces.
 5. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
1. Maintain valve end protection.
 2. Store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified, or approved equal.

2.2 VALVES, GENERAL

- A. Refer to Part 3 "Valve Applications" Article for applications of valves.
- B. Bronze Valves: NPS 2 (DN 50) and smaller with threaded ends, unless otherwise indicated. C.
Ferrous Valves: NPS 2-1/2 (DN 65) and larger with flanged ends, unless otherwise indicated.
- D. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- E. Valve Sizes: Same as upstream pipe, unless otherwise indicated.
- F. Extended Valve Stems: On insulated valves.
- G. Valve Flanges: ASME B16.1 for cast-iron valves, ASME B16.5 for steel valves, and ASME B16.24 for bronze valves.
- H. Valve Grooved Ends: AWWA C606.
1. Solder Joint: With sockets according to ASME B16.18.



- a. Caution: Use solder with melting point below 840 deg F for angle, check, gate, and globe valves; below 421 deg F for ball valves.
- 2. Threaded: With threads according to ASME B1.20.1.
- I. Valve Bypass and Drain Connections: MSS SP-45.

2.3 COPPER-ALLOY BALL VALVES

- A. Manufacturers:
 - 1. Two-Piece, Copper-Alloy Ball Valves:
 - a. Conbraco Industries, Inc.; Apollo Div.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Crane Co.; Crane Valve Group; Stockham Div.
 - e. DynaQuip Controls.
 - f. Flow-Tek, Inc.
 - g. Grinnell Corporation.
 - h. Hammond Valve.
 - i. Honeywell Braukmann.
 - j. Jamesbury, Inc.
- B. Copper-Alloy Ball Valves, General: MSS SP-110.
- C. Two-Piece, Copper-Alloy Ball Valves: Bronze body with full-port, chrome-plated bronze ball; seats; and 600-psig minimum CWP rating and blowout-proof stem.

2.4 BRONZE CHECK VALVES

- A. Manufacturers:
 - 1. Type 1, Bronze, Vertical Lift Check Valves with Metal Disc:
 - a. Cincinnati Valve Co.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Red-White Valve Corp.
 - 2. Type 3, Bronze, Swing Check Valves with Metal Disc:
 - a. American Valve, Inc.
 - b. Cincinnati Valve Co.
 - c. Crane Co.; Crane Valve Group; Crane Valves.
 - d. Crane Co.; Crane Valve Group; Jenkins Valves.
 - e. Crane Co.; Crane Valve Group; Stockham Div.



- f. Grinnell Corporation.
- g. Hammond Valve.

- B. Bronze Check Valves, General: MSS SP-80.
- C. Type 3, Class 125, Bronze, Swing Check Valves: Bronze body with bronze disc and seat.
- D. Type 3, Class 150, Bronze, Swing Check Valves: Bronze body with bronze disc and seat.
- E. Type 4, Class 125, Bronze, Swing Check Valves: Bronze body with nonmetallic disc and bronze seat.
- F. Type 4, Class 150, Bronze, Swing Check Valves: Bronze body with nonmetallic disc and bronze seat.

2.5 GRAY-IRON SWING CHECK VALVES

A. Manufacturers:

- 1. Type I, Gray-Iron Swing Check Valves with Metal Seats:
 - a. Cincinnati Valve Co.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Crane Co.; Crane Valve Group; Stockham Div.
 - e. Flomatic Valves.
 - f. Grinnell Corporation.
 - g. Hammond Valve.
 - h. Kitz Corporation of America.
 - i. Legend Valve & Fitting, Inc.
 - j. Milwaukee Valve Company.
- 2. Type II, Gray-Iron Swing Check Valves with Composition to Metal Seats:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Stockham Div.
 - c. Mueller Co.
 - d. Watts Industries, Inc.; Water Products Div.

- B. Gray-Iron Swing Check Valves, General: MSS SP-71.
- C. Type I, Class 125, gray-iron, swing check valves with metal seats.
- D. Type II, Class 125, gray-iron, swing check valves with composition to metal seats.

2.6 BRONZE GATE VALVES

A. Manufacturers:



1. Type 1, Bronze, Nonrising-Stem Gate Valves:

- a. American Valve, Inc.
- b. Cincinnati Valve Co.
- c. Crane Co.; Crane Valve Group; Crane Valves.
- d. Crane Co.; Crane Valve Group; Jenkins Valves.
- e. Crane Co.; Crane Valve Group; Stockham Div.
- f. Grinnell Corporation.

B. Bronze Gate Valves, General: MSS SP-80, with ferrous-alloy handwheel.

C. Type 1, Class 125, Bronze Gate Valves: Bronze body with nonrising stem and bronze solid wedge and union-ring bonnet.

D. Type 1, Class 150, Bronze Gate Valves: Bronze body with nonrising stem and bronze solid wedge and union-ring bonnet.

E. Type 2, Class 150, Bronze Gate Valves: Bronze body with rising stem and bronze solid wedge and union-ring bonnet.

2.7 CAST-IRON GATE VALVES

A. Manufacturers:

1. Type I, Cast-Iron, Nonrising-Stem Gate Valves:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Kitz Corporation of America.

2. Type I, Cast-Iron, Rising-Stem Gate Valves:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Kitz Corporation of America.

B. Cast-Iron Gate Valves, General: MSS SP-70, Type I.

C. Class 125, NRS, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, nonrising stem, and solid-wedge disc.



- D. Class 125, OS&Y, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, rising stem, and solid-wedge disc.

2.8 BRONZE GLOBE VALVES

A. Manufacturers:

1. Type 1, Bronze Globe Valves with Metal Disc:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Kitz Corporation of America.

2. Type 2, Bronze Globe Valves with Nonmetallic Disc:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.

- B. Bronze Globe Valves, General: MSS SP-80, with ferrous-alloy handwheel.

- C. Type 1, Class 125, Bronze Globe Valves: Bronze body with bronze disc and union-ring bonnet.

- D. Type 1, Class 150, Bronze Globe Valves: Bronze body with bronze disc and union-ring bonnet.

2.9 CAST-IRON GLOBE VALVES

A. Manufacturers:

1. Type 1, Cast-Iron Globe Valves with Metal Seats:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Kitz Corporation of America.
- h. Milwaukee Valve Company.

- B. Cast-Iron Globe Valves, General: MSS SP-85.



- C. Type I, Class 125, Cast-Iron Globe Valves: Gray-iron body with bronze seats.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- C. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- D. Examine threads on valve and mating pipe for form and cleanliness.
- E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- F. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE APPLICATIONS

- A. Refer to piping Sections for specific valve applications. If valve applications are not indicated, use the following:
 - 1. Shutoff Service: Ball or gate valves.
 - 2. Throttling Service: Angle, ball, or globe valves.
- B. If valves with specified CWP ratings are not available, the same types of valves with higher CWP ratings may be substituted.
- C. Domestic Water Piping: Use the following types of valves:
 - 1. Ball Valves, NPS 2 (DN 50) and Smaller: One-piece, 400-psig CWP rating, copper alloy.
 - 2. Ball Valves, NPS 2-1/2 (DN 65) and Larger: Class 150, ferrous alloy.
 - 3. Lift Check Valves, NPS 2 (DN 50) and Smaller: Type 2, Class 125, 150 horizontal or vertical, bronze.
 - 4. Swing Check Valves, NPS 2 (DN 50) and Smaller: Type 4, Class 125, 150, bronze.
 - 5. Swing Check Valves, NPS 2-1/2 (DN 65) and Larger: Type II, Class 125, gray iron.
 - 6. Gate Valves, NPS 2 (DN 50) and Smaller: Type 1, 2, Class 125, 150 bronze.
 - 7. Gate Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, bronze-mounted cast iron.



8. Globe Valves, NPS 2 (DN 50) and Smaller: Type 2, Class 125, 150 bronze.
 9. Globe Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, bronze-mounted cast iron.
- D. Sanitary Waste and Storm Drainage Piping: Use the following types of valves:
1. Ball Valves, NPS 2 (DN 50) and Smaller: One-piece, 400-psig CWP rating, copper alloy.
 2. Ball Valves, NPS 2-1/2 (DN 65) and Larger: Class 150, ferrous alloy.
 3. Swing Check Valves, NPS 2 (DN 50) and Smaller: Type 3, 4, Class 125, 150 bronze.
 4. Swing Check Valves, NPS 2-1/2 (DN 65) and Larger: Type I or II, Class 125, gray iron.
 5. Gate Valves, NPS 2 (DN 50) and Smaller: Type 1, 2, Class 125, 150 bronze.
 6. Gate Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, OS&Y, bronze-mounted cast iron.
 7. Globe Valves, NPS 2 (DN 50) and Smaller: Type 1, 2, Class 125, 150 bronze.
 8. Globe Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, cast iron.
- E. Select valves, except wafer and flangeless types, with the following end connections:
1. For Copper Tubing, NPS 2 (DN 50) and Smaller: Solder-joint or threaded ends.
 2. For Copper Tubing, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Flanged or threaded ends.
 3. For Copper Tubing, NPS 5 (DN 125) and Larger: Flanged ends.
 4. For Steel Piping, NPS 2 (DN 50) and Smaller: Threaded ends.
 5. For Steel Piping, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Flanged or threaded ends.

3.3 VALVE INSTALLATION

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- C. Locate valves for easy access and provide separate support where necessary.
- D. Install valves in horizontal piping with stem at or above center of pipe.
- E. Install valves in position to allow full stem movement.
- F. Install check valves for proper direction of flow and as follows:
 1. Swing Check Valves: In horizontal position with hinge pin level.
 2. Lift Check Valves: With stem upright and plumb.

3.4 JOINT CONSTRUCTION

- A. Refer to Section "Common Work Results for Plumbing" for basic piping joint construction.
- B. Grooved Joints: Assemble joints with keyed coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

- C. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

3.5 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

END OF SECTION 22 05 23



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SECTION 22 05 48

VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

PART 1- GENERAL

1.1 RELATED DOCUMENT:

- 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 mounts.
 - 2. Restrained elastomeric isolation mounts.
 - 3. Freestanding spring isolators.
 - 4. Housed spring mounts.
 - 5. Elastomeric hangers.
 - 6. Spring hangers.
 - 7. Spring hangers with vertical-limit stops.
 - 8. Pipe riser resilient supports.
 - 9. Resilient pipe guides.
 - 10. Seismic snubbers.
 - 11. Restraining braces and cables.

1.3 DEFINITIONS

- A. IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Site Class as Defined in the IBC.
 - 2. Assigned Seismic Use Group or Building Category as Defined in the IBC.



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 agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
- B. Engineering Services Submittal: 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 professional engineer licensed in the State of New York 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, and seismic restraints.
 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. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- C. Coordination Drawings: Show coordination of seismic bracing for plumbing 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 engineer licensed in the State of New York and testing agency.
- F. Field quality-control test reports.



- G. 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, and that is acceptable to authorities having jurisdiction.
- 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 be preapproved by ICC-ES, or preapproved by another agency acceptable to authorities having jurisdiction, 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 engineer licensed in the State of New York.

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
1. Ace Mountings Co., Inc.
 2. Amber/Booth Company, Inc.
 3. California Dynamics Corporation.
 4. Isolation Technology, Inc.
 5. Kinetics Noise Control.
 6. Mason Industries.
 7. Vibration Eliminator Co., Inc.
 8. Vibration Isolation.
 9. Vibration Mountings & Controls, Inc.
- B. Mounts: Double-deflection type, with molded, oil-resistant rubber, hermetically sealed compressed fiberglass, or neoprene isolator elements with factory-drilled, encapsulated top plate for bolting to equipment and with baseplate for bolting to structure. Color-code or otherwise identify to indicate capacity range.



1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- C. Restrained Mounts: All-directional mountings with seismic restraint.
1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- D. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. Baseplates: Factory drilled for bolting to structure and bonded to 1/4-inch- (6-mm-) thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig (3447 kPa).
 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- E. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 2. Restraint: Seismic or limit-stop as required for equipment and authorities having jurisdiction.
 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
- F. Housed Spring Mounts: Housed spring isolator with integral seismic snubbers.
1. Housing: Ductile-iron or steel housing to provide all-directional seismic restraint.
 2. Base: Factory drilled for bolting to structure.
 3. Snubbers: Vertically adjustable to allow a maximum of 1/4-inch (6-mm) travel up or down before contacting a resilient collar.



- G. Elastomeric Hangers: Single or double-deflection type, fitted with molded, oil-resistant elastomeric isolator elements bonded to steel housings with threaded connections for hanger rods. Color-code or otherwise identify to indicate capacity range.
- H. Spring Hangers: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression.
1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
 2. Outside 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. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
 7. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- I. Spring Hangers with Vertical-Limit Stop: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression and with a vertical-limit stop.
1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
 2. Outside 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. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
 8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- J. Pipe Riser Resilient Support: All-directional, acoustical pipe anchor consisting of 2 steel tubes separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Include steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions. Design support for a maximum load on the isolation material of 500 psig (3.45 MPa) and for equal resistance in all directions.
- K. Resilient Pipe Guides: Telescopic arrangement of 2 steel tubes or post and sleeve arrangement separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Where clearances are not readily visible, a factory-set guide height with a shear pin to allow vertical motion due to pipe expansion and contraction shall be fitted. Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.



2.2 SEISMIC-RESTRAINT DEVICES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 4. Hilti, Inc.
 - 5. Kinetics Noise Control.
 - 6. Loos & Co.; Cableware Division.
 - 7. Mason Industries.
 - 8. TOLCO Incorporated; a brand of NIBCO INC.
 - 9. Unistrut; Tyco International, Ltd.
- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to Commissioner.
 - 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. Snubbers: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
 - 1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
 - 2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
 - 3. Maximum 1/4-inch (6-mm) air gap, and minimum 1/4-inch- (6-mm-) thick resilient cushion.
- D. 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.
- E. 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.
- F. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- G. 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.
- H. 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.



- I. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- J. 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.
- K. Adhesive Anchor Bolts: 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.

2.3 FACTORY FINISHES

- A. 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 agency acceptable to authorities having jurisdiction.
- 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. Equipment Restraints:

1. Install seismic snubbers on plumbing 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 inches (3.2 mm).
3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.

B. Piping Restraints:

1. Comply with requirements in MSS SP-127.
2. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
3. Brace a change of direction longer than 12 feet (3.7 m).

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.

E. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

F. 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.

G. 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.

H. 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. Comply with requirements in Section "Domestic Water Piping" for piping flexible connections.

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 acceptable to authorities having jurisdiction.
 - 2. Schedule test with 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 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 active height of sprint isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 22 05 48



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Construction**

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SECTION 22 05 53

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Pipe labels.
 - 3. Valve tags.

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.
- 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 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 II - PRODUCTS

2.1 EQUIPMENT LABELS

A. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: White.
3. Background Color: Black.
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 (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), 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.

B. 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.

C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch (A4) 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 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.

C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.

D. 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.



2.3 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: 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 (A4) 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.

PART III - 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. Piping Color-Coding: Painting of piping is specified in general sections.
- 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. Domestic Water Piping:
 - a. Background Color: Black.
 - b. Letter Color: White.
2. Sanitary Waste and Storm Drainage Piping:
 - a. Background Color: Black.
 - b. Letter Color: White.

3.4 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 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. Cold Water: 1-1/2 inches, 2 inches, round.
 - b. Hot Water: 1-1/2 inches, 2 inches round.
 2. Valve-Tag Color:
 - a. Cold Water: Natural.
 - b. Hot Water: Natural.
 3. Letter Color:
 - a. Cold Water: Black.
 - b. Hot Water: Black.

END OF SECTION 22 05 53



SECTION 22 07 00

PLUMBING INSULATION

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Insulation Materials:
 - a. Cellular glass.
 - b. Mineral fiber.
2. Insulating cements.
3. Adhesives.
4. Factory-applied jackets.
5. Field-applied jackets.

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 attachment and covering of heat tracing inside insulation.
 3. Detail insulation application at pipe expansion joints for each type of insulation.
 4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 5. Detail removable insulation at piping specialties, equipment connections, and access panels.
 6. Detail application of field-applied jackets.
 7. Detail application at linkages of control devices.
 8. Detail field application for each equipment type.
- 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 authorities having jurisdiction 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 successfully completed an apprenticeship program or another craft training program certified 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 authorities having jurisdiction. 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.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

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 Section "Hangers and Supports."



- 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.

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 II - 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, or approved equal:
 - a. Cell-U-Foam Corporation; Ultra-CUF.
 - b. Pittsburgh Corning Corporation; Foamglas Super K.
 - c. Knauf Insulation
 - 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 Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. CertainTeed Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- H. Mineral-Fiber, Preformed Pipe Insulation:
1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - 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.
 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-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied FSK jacket complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. CertainTeed Corp.; CrimpWrap.
 - b. Johns Manville; MicroFlex.
 - c. Knauf Insulation; Pipe and Tank Insulation.
 - d. Manson Insulation Inc.; AK Flex.
 - e. Owens Corning; Fiberglas Pipe and Tank Insulation.

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, or approved equal:
 - 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.

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, or approved equal:

- 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.

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. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:

- 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.

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, or approved equal:

- 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.

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.

C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.



1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. Childers Products, Division of ITW; CP-30.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-35.
 - c. ITW TACC, Division of Illinois Tool Works; CB-25.
 - d. Marathon Industries, Inc.; 501.
 - e. Mon-Eco Industries, Inc.; 55-10.
 2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
 3. Service Temperature Range: 0 to 180 deg F.
 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, provide one of the following, or approved equal:
 - a. Childers Products, Division of ITW; Encacel.
 - b. Foster Products Corporation, H. B. Fuller Company; 60-95/60-96.
 - c. Marathon Industries, Inc.; 570.
 - d. Mon-Eco Industries, Inc.; 55-70.
 2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
 3. Service Temperature Range: Minus 50 to plus 220 deg F.
 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, provide one of the following, or approved equal:
 - a. Childers Products, Division of ITW; CP-10.
 - b. Foster Products Corporation, H. B. Fuller Company; 35-00.
 - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
 - d. Marathon Industries, Inc.; 550.
 - e. Mon-Eco Industries, Inc.; 55-50.
 2. Water-Vapor Permeance: ASTM F 1249, 3 perms at 0.0625-inch dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 200 deg F.
 4. Solids Content: 63 percent by volume and 73 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. Products: Subject to compliance with requirements, provide one of the following, or approved equal:



- 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.
2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over equipment and pipe insulation.
 3. Service Temperature Range: Minus 50 to plus 180 deg F.
 4. 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, or approved equal:
 - 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.

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. Childers Products, Division of ITW; CP-76-8.
 - b. Foster Products Corporation, H. B. Fuller Company; 95-44.
 - c. Marathon Industries, Inc.; 405.
 - d. Mon-Eco Industries, Inc.; 44-05.
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: Aluminum.

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. 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. PVDC Jacket for Indoor Applications: 4-mil- thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
5. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. 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, provide one of the following, or approved equal:
 - a. Johns Manville; Zeston.
 - b. P.I.C. Plastics, Inc.; FG Series.
 - c. Proto PVC Corporation; LoSmoke.
 - d. Speedline Corporation; SmokeSafe.
 2. Adhesive: As recommended by jacket material manufacturer.
 3. Color: Color-code jackets based on system.
 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
 5. Factory-fabricated tank heads and tank side panels.
- C. Metal Jacket:
 1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. Childers Products, Division of ITW; Metal Jacketing Systems.
 - b. PABCO Metals Corporation; Surefit.
 - c. RPR Products, Inc.; Insul-Mate.
 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 Indoor Applications: 1-mil- thick, heat-bonded polyethylene and kraft paper.



- d. Moisture Barrier for Outdoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper 2.5-mil- thick Polysurlyn.
- e. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.
 - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

- D. Underground Direct-Buried Jacket: 125-mil- thick vapor barrier and waterproofing membrane consisting of a rubberized bituminous resin reinforced with a woven-glass fiber or polyester scrim and laminated aluminum foil.

2.9 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, or approved equal:
 - 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.
- 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. 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, provide one of the following, or approved equal:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - b. Compac Corp.; 110 and 111.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
 - d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.
- 2. Width: 3 inches.



3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.10 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304; 0.015 inch thick, 1/2 inch wide with wing or closed seal.
3. Aluminum: ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 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.

B. Insulation Pins and Hangers:

1. 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, or approved equal:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Stainless steel, 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.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.



- a. Products: Subject to compliance with requirements, provide one of the following, or approved equal:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
- b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
- 3. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- D. Wire: 0.080-inch nickel-copper alloy soft-annealed, stainless steel.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. C & F Wire.
 - b. Childers Products.
 - c. PABCO Metals Corporation.
 - d. RPR Products, Inc.

PART III - 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. 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. 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, 4 inches o.c.
 - a. For below ambient 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.
- P. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.
 - 6. Cleanouts.

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 Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. 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.
 - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.



- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
- F. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.
 - 2. Seal penetrations through fire-rated assemblies.

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, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, 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. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
 - 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 - 7. 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.
 - 8. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.



- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
 - 1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 - 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 - 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 - 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.

3.6 CALCIUM SILICATE INSULATION INSTALLATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure single-layer insulation with stainless-steel bands at 12-inch intervals and tighten bands without deforming insulation materials.
 - 2. Install 2-layer insulation with joints tightly butted and staggered at least 3 inches. Secure inner layer with wire spaced at 12-inch intervals. Secure outer layer with stainless-steel bands at 12-inch intervals.
 - 3. Apply a skim coat of mineral-fiber, hydraulic-setting cement to insulation surface. When cement is dry, apply flood coat of lagging adhesive and press on one layer of glass cloth or tape. Overlap edges at least 1 inch. Apply finish coat of lagging adhesive over glass cloth or tape. Thin finish coat to achieve smooth, uniform finish.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of same material and thickness as pipe insulation.
 - 4. Finish flange insulation same as pipe insulation.
- C. 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 insulation sections of insulation are not available, install mitered sections of calcium silicate insulation. Secure insulation materials with wire or bands.
3. Finish fittings insulation same as pipe insulation.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install mitered segments of calcium silicate insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
2. Install insulation to flanges as specified for flange insulation application.
3. Finish valve and specialty insulation same as pipe insulation.

3.7 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 Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. 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.

D. Insulation Installation on Valves and Pipe Specialties:



1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.8 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 Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. 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.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.9 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK/ASJ 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 laps at longitudinal seams and 3-inch- wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

- B. 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.

3.10 FINISHES

- A. Equipment and Pipe Insulation with FSK/ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in 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 Commissioner. Vary first and second coats to allow visual inspection of the completed Work.
- C. Do not field paint aluminum or stainless-steel jackets.

3.11 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. For large equipment, remove only a portion adequate to determine compliance.
 2. Inspect pipe, fittings, strainers, and valves, 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 three locations of straight pipe, three locations of threaded fittings, three locations of welded fittings, two locations of threaded strainers, two locations of welded strainers, three locations of threaded valves, and three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.



3.12 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. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 - 1. Drainage piping located in crawl spaces.
 - 2. Underground piping.
 - 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.13 INDOOR PIPING INSULATION SCHEDULE

- A. Domestic Cold Water:
 - 1. NPS 1 (DN 25) and Smaller: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
 - 2. NPS 1-1/4 (DN 32) and Larger: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-1/2 inches thick.
- B. Domestic Hot and Recirculated Hot Water:
 - 1. NPS 1-1/4 (DN 32) and Smaller: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-1/2 inches thick.
 - 2. NPS 1-1/2 (DN 40) and Larger: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inch thick.
- C. Stormwater and Overflow:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Cellular Glass: 1-1/2 inches thick.
- D. Roof Drain and Overflow Drain Bodies:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Cellular Glass: 1-1/2 inches thick.
- E. Exposed Sanitary Drains, Domestic Water, Domestic Hot Water, and Stops for Plumbing Fixtures for People with Disabilities:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.



- F. Condensate and Equipment Drain Water below 60 Deg F:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- G. Floor Drains, Traps, and Sanitary Drain Piping within 10 Feet of Drain Receiving Condensate and Equipment Drain Water below 60 Deg F:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Cellular Glass: 1-1/2 inches thick.
- H. Hot Service Drains:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe, Type I or II: 1-1/2 inches thick.
- I. Hot Service Vents:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe, Type I or II: 1-1/2 inches thick.

3.14 INDOOR, 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. Equipment, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:
 - 1. Stainless Steel, Type 304: 0.020 inch thick.
- D. Piping, Concealed:
 - 1. Painted Aluminum, Smooth 0.020 inch thick.
- E. Piping, Exposed:
 - 1. Painted Aluminum, Smooth 0.020 inch thick.
 - 2. Stainless Steel, Type 304 thick.

3.15 UNDERGROUND, FIELD-INSTALLED INSULATION JACKET

- A. For underground direct-buried piping applications, install underground direct-buried jacket over insulation material.

END OF SECTION 22 07 00



SECTION 22 11 19

DOMESTIC WATER PIPING SPECIALTIES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 domestic water piping specialties:

1. Vacuum breakers.
2. Backflow preventers.
3. Balancing valves.
4. Temperature-actuated water mixing valves.
5. Strainers.
6. Hose bibbs.
7. Non-Freeze Hose Bibbs.
8. Drain valves.
9. Water hammer arresters.
10. Air vents.
11. Trap-seal primer systems.

- B. Related Sections include the following:

1. Section "Meters and Gages" for thermometers, pressure gages, and flow meters in domestic water piping.

1.3 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig, unless otherwise indicated.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Field quality-control test reports.



- D. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

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 Commissioner, and marked for intended use.

PART II - PRODUCTS

2.1 VACUUM BREAKERS

- A. Pressure Vacuum Breakers:
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Ames Co.
 - b. Conbraco Industries, Inc.
 - c. FEBCO; SPX Valves & Controls.
 - d. Flomatic Corporation.
 - e. Toro Company (The); Irrigation Div.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Plumbing Products Group; Wilkins Div.
 2. Standard: ASSE 1020.
 3. Operation: Continuous-pressure applications.
 4. Pressure Loss: 5 psig maximum, through middle 1/3 of flow range.
 5. Accessories:
 - a. Valves: Ball type, on inlet and outlet.

2.2 BACKFLOW PREVENTERS

- A. Reduced-Pressure-Principle Backflow Preventers:
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Ames Co.
 - b. Conbraco Industries, Inc.
 - c. FEBCO; SPX Valves & Controls.
 - d. Watts Industries, Inc.; Water Products Div.
 - e. Zurn Plumbing Products Group; Wilkins Div.
 2. Standard: ASSE 1013.
 3. Operation: Continuous-pressure applications.



4. Pressure Loss: 12 psig maximum, through middle 1/3 of flow range.
 5. Body: Bronze for NPS 2 (DN 50) and smaller; cast iron with interior lining complying with AWWA C550 or that is FDA approved for NPS 2-1/2 (DN 65) and larger.
 6. End Connections: Threaded for NPS 2 (DN 50) and smaller; flanged for NPS 2-1/2 (DN 65) and larger.
 7. Configuration: Designed for horizontal, straight through flow.
 8. Accessories:
 - a. Valves: Ball type with threaded ends on inlet and outlet of NPS 2 (DN 50) and smaller; outside screw and yoke gate-type with flanged ends on inlet and outlet of NPS 2-1/2 (DN 65) and larger.
 - b. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.
- B. Reduced-Pressure-Detector, Fire-Protection Backflow-Preventer Assemblies:
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Ames Co.
 - b. Conbraco Industries, Inc.
 - c. FEBCO; SPX Valves & Controls.
 - d. Watts Industries, Inc.; Water Products Div.
 - e. Zurn Plumbing Products Group; Wilkins Div.
 2. Standard: ASSE 1047 and FMG approved or UL listed.
 3. Operation: Continuous-pressure applications.
 4. Body: Cast iron with interior lining complying with AWWA C550 or that is FDA approved.
 5. End Connections: Flanged.
 6. Configuration: Designed for horizontal, straight through flow.
 7. Accessories:
 - a. Valves: Outside screw and yoke gate-type with flanged ends on inlet and outlet.
 - b. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.
 - c. Bypass: With displacement-type water meter, shutoff valves, and reduced-pressure backflow preventer.
- C. Hose-Connection Backflow Preventers:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Conbraco Industries, Inc.
 - b. Watts Industries, Inc.; Water Products Div.
 - c. Woodford Manufacturing Company.
 2. Standard: ASSE 1052.
 3. Operation: Up to 10-foot head of water back pressure.
 4. Inlet Size: NPS 1/2 or NPS 3/4 (DN 15 or DN 20).
 5. Outlet Size: Garden-hose thread complying with ASME B1.20.7.
 6. Capacity: At least 3-gpm flow.



2.3 BALANCING VALVES

A. Copper-Alloy Calibrated Balancing Valves:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Armstrong International, Inc.
 - b. Flo Fab Inc.
 - c. ITT Industries; Bell & Gossett Div.
 - d. NIBCO INC.
 - e. TAC Americas.
 - f. Taco, Inc.
 - g. Watts Industries, Inc.; Water Products Div.
2. Type: Ball or Y-pattern globe valve with two readout ports and memory setting indicator.
3. Body: Brass or bronze,
4. Size: Same as connected piping, but not larger than NPS 2 (DN 50).
5. Accessories: Meter hoses, fittings, valves, differential pressure meter, and carrying case.

B. Accessories: Meter hoses, fittings, valves, differential pressure meter, and carrying case.

2.4 TEMPERATURE-ACTUATED WATER MIXING VALVES

A. Water-Temperature Limiting Devices:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Armstrong International, Inc.
 - b. Cash Acme.
 - c. Legend Valve.
 - d. Leonard Valve Company.
 - e. Powers; a Watts Industries Co.
 - f. Symmons Industries, Inc.
 - g. Taco, Inc.
 - h. Watts Industries, Inc.; Water Products Div.
 - i. Zurn Plumbing Products Group; Wilkins Div.
2. Standard: ASSE 1017.
3. Pressure Rating: 125 psig.
4. Type: Thermostatically controlled water mixing valve.
5. Material: Bronze body with corrosion-resistant interior components.
6. Connections: Threaded union inlets and outlet.
7. Accessories: Check stops on hot- and cold-water supplies, and adjustable, temperature-control handle.
8. Valve Finish: Rough bronze.



- B. Individual-Fixture, Water Tempering Valves:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cash Acme.
 - b. Conbraco Industries, Inc.
 - c. Honeywell Water Controls.
 - d. Lawler Manufacturing Company, Inc.
 - e. Leonard Valve Company.
 - f. Powers; a Watts Industries Co.
 - g. Watts Industries, Inc.; Water Products Div.
 - h. Zurn Plumbing Products Group; Wilkins Div.
 2. Standard: ASSE 1016, thermostatically controlled water tempering valve.
 3. Pressure Rating: 125 psig (860 kPa) minimum, unless otherwise indicated.
 4. Body: Bronze body with corrosion-resistant interior components.
 5. Temperature Control: Adjustable.
 6. Inlets and Outlet: Threaded.
 7. Finish: Rough or chrome-plated bronze.

2.5 STRAINERS FOR DOMESTIC WATER PIPING

- A. Y-Pattern Strainers:
1. Pressure Rating: 125 psig minimum, unless otherwise indicated.
 2. Body: Bronze for NPS 2 (DN 50) and smaller; cast iron with interior lining complying with AWWA C550 or FDA-approved, epoxy coating and for NPS 2-1/2 (DN 65) and larger.
 3. End Connections: Threaded for NPS 2 (DN 50) and smaller; flanged for NPS 2-1/2 (DN 65) and larger.
 4. Screen: Stainless steel with round perforations, unless otherwise indicated.
 5. Perforation Size:
 - a. Strainers NPS 2-1/2 to NPS 4 (DN 65 to DN 100): 0.062 inch.
 6. Drain: Pipe plug.

2.6 OUTLET BOXES

- A. Clothes Washer Outlet Boxes:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Acorn
 - b. Guy Gray Manufacturing Co., Inc.
 - c. IPS Corporation.
 - d. Oatey.
 - e. Plastic Oddities; a division of Diverse Corporate Technologies.
 - f. Symmons Industries, Inc.
 - g. Watts Industries, Inc.; Water Products Div.



- h. Whitehall Manufacturing; a div. of Acorn Company.
 - i. Zurn Plumbing Products Group; Light Commercial Operation.
- 2. Mounting: Recessed.
 - 3. Material and Finish: Enameled-steel or epoxy-painted-steel box and faceplate.
 - 4. Faucet: Combination, valved fitting or separate hot- and cold-water, valved fittings complying with ASME A112.18.1. Include garden-hose thread complying with ASME B1.20.7 on outlets.
 - 5. Supply Shutoff Fittings: NPS 1/2 (DN 15) gate, globe, or ball valves and NPS 1/2 (DN 15) copper, water tubing.
 - 6. Drain: NPS 2 (DN 50) standpipe and P-trap for direct waste connection to drainage piping.
 - 7. Inlet Hoses: Two 60-inch- long, rubber household clothes washer inlet hoses with female, garden-hose-thread couplings. Include rubber washers.
 - 8. Drain Hose: One 48-inch- long, rubber household clothes washer drain hose with hooked end.

2.7 HOSE BIBBS

A. Hose Bibbs:

- 1. Standard: ASME A112.18.1 for sediment faucets.
- 2. Body Material: Bronze.
- 3. Seat: Bronze, replaceable.
- 4. Supply Connections: NPS 1/2 or NPS 3/4 (DN 15 or DN 20) threaded or solder-joint inlet.
- 5. Outlet Connection: Garden-hose thread complying with ASME B1.20.7.
- 6. Pressure Rating: 125 psig.
- 7. Vacuum Breaker: Integral or field-installation, nonremovable, drainable, hose-connection vacuum breaker complying with ASSE 1011.
- 8. Finish for Equipment Rooms: Rough bronze, or chrome or nickel plated.
- 9. Finish for Service Areas: Chrome or nickel plated.
- 10. Finish for Finished Rooms: Chrome or nickel plated.
- 11. Operation for Equipment Rooms: Wheel handle or operating key.
- 12. Operation for Service Areas: Wheel handle.
- 13. Operation for Finished Rooms: Wheel handle.
- 14. Include operating key with each operating-key hose bibb.
- 15. Include integral wall flange with each chrome- or nickel-plated hose bibb.

2.8 NON-FREEZE HOSE BIBBS

A. Nonfreeze Hose Bibbs:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Josam Company.
 - b. MIFAB, Inc.
 - c. Prier Products, Inc.
 - d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - e. Tyler Pipe; Wade Div.
 - f. Watts Drainage Products Inc.



- g. Woodford Manufacturing Company.
 - h. Zurn Plumbing Products Group; Light Commercial Operation.
 - i. Zurn Plumbing Products Group; Specification Drainage Operation.
- 2. Standard: ASME A112.21.3M for exposed-outlet, self-draining Hose Bibbs.
 - 3. Pressure Rating: 125 psig.
 - 4. Operation: Loose key.
 - 5. Casing and Operating Rod: Of length required to match wall thickness. Include wall clamp.
 - 6. Inlet: NPS 3/4 or NPS 1 (DN 20 or DN 25).
 - 7. Outlet: Concealed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
 - 8. Box: Deep, flush mounting with cover.
 - 9. Box and Cover Finish: Chrome plated
 - 10. Outlet: Exposed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
 - 11. Nozzle and Wall-Plate Finish: Polished nickel bronze.
 - 12. Operating Keys(s): One with each Hose Bibb.

2.9 DRAIN VALVES

A. Ball-Valve-Type, Hose-End Drain Valves:

- 1. Standard: MSS SP-110 for standard-port, two-piece ball valves.
- 2. Pressure Rating: 400-psig minimum CWP.
- 3. Size: NPS 3/4 (DN 20).
- 4. Body: Copper alloy.
- 5. Ball: Chrome-plated brass.
- 6. Seats and Seals: Replaceable.
- 7. Handle: Vinyl-covered steel.
- 8. Inlet: Threaded or solder joint.
- 9. Outlet: Threaded, short nipple with garden-hose thread complying with ASME B1.20.7 and cap with brass chain.

B. Gate-Valve-Type, Hose-End Drain Valves:

- 1. Standard: MSS SP-80 for gate valves.
- 2. Pressure Rating: Class 125.
- 3. Size: NPS 3/4 (DN 20).
- 4. Body: ASTM B 62 bronze.
- 5. Inlet: NPS 3/4 (DN 20) threaded or solder joint.
- 6. Outlet: Garden-hose thread complying with ASME B1.20.7 and cap with brass chain.

C. Stop-and-Waste Drain Valves:

- 1. Standard: MSS SP-110 for ball valves or MSS SP-80 for gate valves.
- 2. Pressure Rating: 200-psig minimum CWP or Class 125.
- 3. Size: NPS 3/4 (DN 20).



4. Body: Copper alloy or ASTM B 62 bronze.
5. Drain: NPS 1/8 (DN 6) side outlet with cap.

2.10 WATER HAMMER ARRESTERS

A. Water Hammer Arresters:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AMTROL, Inc.
 - b. Josam Company.
 - c. MIFAB, Inc.
 - d. PPP Inc.
 - e. Sioux Chief Manufacturing Company, Inc.
 - f. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - g. Watts Drainage Products Inc.
 - h. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASSE 1010 or PDI-WH 201.
3. Type: Metal bellows.
4. Size: ASSE 1010, Sizes AA and A through F or PDI-WH 201, Sizes A through F.

2.11 AIR VENTS

A. Welded-Construction Automatic Air Vents:

1. Body: Stainless steel.
2. Pressure Rating: 150-psig minimum pressure rating.
3. Float: Replaceable, corrosion-resistant metal.
4. Mechanism and Seat: Stainless steel.
5. Size: NPS 3/8 (DN 10) minimum inlet.
6. Inlet and Vent Outlet End Connections: Threaded.

2.12 TRAP-SEAL PRIMER SYSTEMS

A. Trap-Seal Primer Systems:

1. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
 - a. PPP Inc.
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - c. Watts Industries, Inc.; Water Products Div.
2. Standard: ASSE 1044,
3. Piping: NPS 3/4, ASTM B 88, Type L (DN 20, ASTM B 88M, Type B); copper, water tubing.
4. Cabinet: Recessed-mounting steel box with stainless-steel cover.
5. Electric Controls: 24-hour timer, solenoid valve, and manual switch for 120-V ac power.



6. Vacuum Breaker: ASSE 1001.
7. Number Outlets: Four.
8. Size Outlets: NPS 1/2 (DN 15).

PART III - EXECUTION

3.1 INSTALLATION

- A. Install backflow preventers in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with Commissioner.
 1. Locate backflow preventers in same room as connected equipment or system.
 2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe to floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are not acceptable for this application.
 3. Do not install bypass piping around backflow preventers.
- B. Install water regulators with inlet and outlet shutoff valves and bypass with memory-stop balancing valve. Install pressure gages on inlet and outlet.
- C. Install water control valves with inlet and outlet shutoff valves and bypass with globe valve. Install pressure gages on inlet and outlet.
- D. Install balancing valves in locations where they can easily be adjusted.
- E. Install temperature-actuated water mixing valves with check stops or shutoff valves on inlets and with shutoff valve on outlet.
 1. Install thermometers and water regulators if specified.
 2. Install cabinet-type units recessed in or surface mounted on wall as specified.
- F. Install outlet boxes recessed in wall. Install 2-by-4-inch fire-retardant-treated-wood blocking wall reinforcement between studs.
- G. Install hose stations with check stops or shutoff valves on inlets and with thermometer on outlet.
 1. Install shutoff valve on outlet if specified.
 2. Install cabinet-type units recessed in or surface mounted on wall as specified. Install 2-by-4-inch fire-retardant-treated-wood blocking wall reinforcement between studs.
- H. Install water hammer arresters in water piping according to PDI-WH 201.
- I. Install air vents at high points of water piping. Install drain piping and discharge onto floor drain.
- J. Install supply-type, trap-seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.



- K. Install drainage-type, trap-seal primer valves as lavatory trap with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting.
- L. Install trap-seal primer systems with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting. Adjust system for proper flow.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping and specialties.

3.3 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on or near each of the following:
 - 1. Pressure vacuum breakers.
 - 2. Reduced-pressure-principle backflow preventers.
 - 3. Reduced-pressure-detector, fire-protection backflow-preventer assemblies.
 - 4. Thermostatic water mixing valves.
 - 5. Hose stations.
 - 6. Trap-seal primer systems.
- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section " Identification."

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and prepare test reports:
 - 1. Test each reduced-pressure-principle backflow preventer, detector-assembly backflow preventer according to authorities having jurisdiction and the device's reference standard.
- B. Remove and replace malfunctioning domestic water piping specialties and retest as specified above.

3.5 ADJUSTING

- A. Set field-adjustable flow set points of balancing valves.
- B. Set field-adjustable temperature set points of temperature-actuated water mixing valves.

END OF SECTION 22 11 19



SECTION 22 13 16

SANITARY WASTE AND VENT PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 for soil, waste, and vent piping inside the building:
 - 1. Pipe, tube, and fittings.
 - 2. Special pipe fittings.

1.3 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure, unless otherwise indicated:
 - 1. Soil, Waste, and Vent Piping: 10-foot head of water.
 - 2. Sanitary Sewer, Force-Main Piping: 50 psig.
- 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 licensed in the State of New York 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.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.3 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.
 - 2. Heavy-Duty, Shielded, Stainless-Steel Couplings: With stainless-steel shield, stainless-steel bands and tightening devices, and ASTM C 564, rubber sleeve.
 - a. Manufacturers:
 - 1) ANACO.
 - 2) Clamp-All Corp.
 - 3) Ideal Div.; Stant Corp.
 - 4) Mission Rubber Co.
 - 5) Tyler Pipe; Soil Pipe Div.



3. Heavy-Duty, Shielded, Cast-Iron Couplings: ASTM A 48/A 48M, two-piece, cast-iron housing; stainless-steel bolts and nuts; and ASTM C 564, rubber sleeve.
 - a. Manufacturer:
 - 1) MG Piping Products Co.
 - 2) Mission Rubber Co.
 - 3) Tyler Pipe; Soil Pipe Div.

2.4 SPECIAL PIPE FITTINGS

- A. Flexible, Nonpressure Pipe Couplings: Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition pattern. Include shear ring, ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
 1. Manufacturers:
 - a. Dallas Specialty & Mfg. Co.
 - b. Fernco, Inc.
 - c. Logan Clay Products Company (The).
 - d. Mission Rubber Co.
 - e. NDS, Inc.
 - f. Plastic Oddities, Inc.
- B. Shielded Nonpressure Pipe Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
 1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Mission Rubber Co.
 - c. Cascade Waterworks Mfg. Co.
 - d. Dresser, Inc.; DMD Div.
 - e. EBAA Iron Sales, Inc.
- C. Rigid, Unshielded, Nonpressure Pipe Couplings: ASTM C 1461, sleeve-type reducing- or transition-type mechanical coupling molded from ASTM C 1440, TPE material with corrosion-resistant-metal tension band and tightening mechanism on each end.
 1. Manufacturer:
 - a. ANACO.
 - b. Cascade Waterworks Mfg. Co.
 - c. Dresser, Inc.; DMD Div.
 - d. EBAA Iron Sales, Inc.



- D. Pressure Pipe Couplings: AWWA C219 metal, sleeve-type same size as, with pressure rating at least equal to, and ends compatible with, pipes to be joined.
1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Dresser, Inc.; DMD Div.
 - c. EBAA Iron Sales, Inc.
 - d. Ford Meter Box Company, Inc. (The); Pipe Products Div.
 - e. JCM Industries, Inc.
 - f. Romac Industries, Inc.
 - g. Smith-Blair, Inc.
 - h. Viking Johnson.
 2. Center-Sleeve Material: Manufacturer's standard.
 3. Gasket Material: Natural or synthetic rubber.
 4. Metal Component Finish: Corrosion-resistant coating or material.
- E. Flexible Ball Joints: Ductile-iron fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include gasketed ball-joint section and ductile-iron gland, rubber gasket, and steel bolts.
1. Manufacturers:
 - a. EBAA Iron Sales, Inc.
 - b. Romac Industries, Inc.
 - c. Star Pipe Products; Star Fittings Div.
- F. Expansion Joints: Two or three-piece, ductile-iron assembly consisting of telescoping sleeve(s) with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Select and assemble components for expansion indicated. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
1. Manufacturers:
 - a. EBAA Iron Sales, Inc.
 - b. Romac Industries, Inc.
 - c. Star Pipe Products; Star Fittings Div.
- G. Wall-Penetration Fittings: Compound, ductile-iron coupling fitting with sleeve and flexing sections for up to 20-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
1. Manufacturers:
 - a. SIGMA Corp.
 - b. Cascade Waterworks Mfg. Co.
 - c. Dresser, Inc.; DMD Div.



- d. EBAA Iron Sales, Inc.

PART III - EXECUTION

3.1 PIPING APPLICATIONS

- A. Flanges and unions may be used on aboveground pressure piping, unless otherwise indicated.
- B. Aboveground, soil and waste piping NPS 4 (DN 100) and smaller shall be the following:
 - 1. Hubless cast-iron soil pipe and fittings: heavy-duty shielded, stainless-steel couplings; and hubless-coupling joints.
- C. Aboveground, soil and waste piping NPS 5 (DN 125) and larger shall be the following:
 - 1. Hubless cast-iron soil pipe and fittings; heavy-duty shielded, stainless-steel couplings; and hubless-coupling joints.
- D. Aboveground, vent piping NPS 4 (DN 100) and smaller shall be the following:
 - 1. Hubless cast-iron soil pipe and fittings; heavy-duty shielded, stainless-steel couplings; and hubless-coupling joints.
- E. Underground, soil, waste, and vent piping NPS 4 (DN 100) and smaller shall be the following:
 - 1. Extra-Heavy class, cast-iron soil piping; gaskets; and compression joints.
- F. Underground, soil and waste piping NPS 5 (DN 125) and larger shall be the following:
 - 1. Extra-Heavy class, cast-iron soil piping; gaskets; and compression joints.
- G. Aboveground sanitary-sewage force mains NPS 1-1/2 and NPS 2 (DN 40 and DN 50) shall be the following:
 - 1. Steel pipe and threaded joints.

3.2 PIPING INSTALLATION

- A. Install seismic restraints on piping. Seismic-restraint devices are specified in Section "Vibration and Seismic Controls."
- B. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers.
- C. Install cleanout fitting with closure plug inside the building in sanitary force-main piping.
- D. Install underground, ductile-iron, special pipe fittings according to AWWA C600.
- E. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight.



- F. Install wall-penetration fitting at each service pipe penetration through foundation wall. Make installation watertight.
- G. 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."
- H. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if 2 fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. 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.
- I. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.
- J. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:
 - 1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 (DN 80) and smaller; 1 percent downward in direction of flow for piping NPS 4 (DN 100) and larger.
 - 2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
 - 3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
- K. Install soil and waste drainage and vent piping systems as follows:
 - 1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.
 - 2. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.
- L. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.
- M. Do not enclose, cover, or put piping into operation until it is inspected and approved by Commissioner.

3.3 JOINT CONSTRUCTION

- A. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.

3.4 VALVE INSTALLATION

- A. General valve installation requirements are specified in Section "Valves."
- B. Shutoff Valves: Install shutoff valve on each sewage pump discharge.



1. Install gate or full-port ball valve for piping NPS 2 (DN 50) and smaller.
 2. Install gate valve for piping NPS 2-1/2 (DN 65) and larger.
- C. Check Valves: Install swing check valve, between pump and shutoff valve, on each sewage pump discharge.
- D. Backwater Valves: Install backwater valves in piping subject to sewage backflow.
1. Horizontal Piping: Horizontal backwater valves. Use normally closed type, unless otherwise indicated.
 2. Floor Drains: Drain outlet backwater valves, unless drain has integral backwater valve.
 3. Install backwater valves in accessible locations.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Seismic-restraint devices are specified in Section "Mechanical Vibration Controls and Seismic Restraints."
- B. Pipe hangers and supports are specified in Section "Hangers and Supports." Install the following:
1. Vertical Piping: MSS Type 8 or Type 42, clamps.
 2. Install 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. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Install supports according to Section "Hangers and Supports."
- 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 1-1/2 and NPS 2 (DN 40 and DN 50): 60 inches with 3/8-inch rod.
 2. NPS 3 (DN 80): 60 inches with 1/2-inch rod.
 3. NPS 4 and NPS 5 (DN 100 and DN 125): 60 inches with 5/8-inch rod.
 4. NPS 6 (DN 150): 60 inches with 3/4-inch rod.
 5. NPS 8 to NPS 12 (DN 200 to DN 300): 60 inches with 7/8-inch rod.
- G. Install supports for vertical cast-iron soil piping every 15 feet.
- H. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.



3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect drainage and vent piping to the following:
 - 1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.
 - 2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
 - 3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.
 - 4. Equipment: Connect drainage piping as indicated. Provide shutoff valve, if indicated, and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 (DN 65) and larger.
- D. Connect force-main piping to the following:
 - 1. Sanitary Sewer: To exterior force main or sanitary manhole.

3.7 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 Commissioner.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 - 2. Final Inspection: Arrange for final inspection by Commissioner to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If Commissioner finds 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 Commissioner.
- D. Test sanitary drainage and vent piping according to procedures of Commissioner 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 drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - 3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping, except outside leaders, 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. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
 5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 6. Prepare reports for tests and required corrective action.
- E. Test force-main piping according to procedures of Commissioner or, in absence of published procedures, as follows:
1. Leave uncovered and unconcealed new, altered, extended, or replaced force-main piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 2. Cap and subject piping to static-water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 3. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 4. Prepare reports for tests and required corrective action.

3.8 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 22 13 16



**Department of
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Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 22 13 19

SANITARY WASTE AND VENT PIPING SPECIALTIES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 sanitary drainage piping specialties:

1. Backwater valves.
2. Cleanouts.
3. Floor drains.
4. Trench drains.
5. Roof flashing assemblies.
6. Through-penetration firestop assemblies.
7. Miscellaneous sanitary drainage piping specialties.
8. Flashing materials.

- B. Related Sections include the following:

1. Section "Storm Drainage Piping Specialties" for trench drains for storm water, channel drainage systems for storm water, roof drains, and catch basins.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and accessories.
- B. Manufacturer Seismic Qualification Certification: Submit certification that all accessories and components will withstand seismic forces defined in Section "Vibration and Seismic Controls for Plumbing Piping and Equipment." Include the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. 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."



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.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For drainage piping specialties to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic sanitary piping specialty components.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Coordinate size and location of roof penetrations.

PART II - PRODUCTS

2.1 BACKWATER VALVES

- A. Horizontal, Cast-Iron Backwater Valves:
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Josam Company; Josam Div., Model 67500-10
 - b. MIFAB, Inc, Model BV1200
 - c. Smith, Jay R. Mfr. Co.; Division of Smith Industries, Inc., Model 7022
 - d. Zurn Plumbing Products Group; Specification Drainage Operation, Model Z-1095-77
 2. Standard: ASME A112.14.1.
 3. Size: Same as connected piping.
 4. Body: Cast iron.
 5. Cover: Cast iron with threaded access check valve.
 6. End Connections: Hubless.



7. Type Check Valve: Removable, bronze, swing check, factory assembled or field modified to hang closed.
8. Extension: ASTM A 74, Service class; full-size, cast-iron, soil-pipe extension to field-installed cleanout at floor; replaces backwater valve cover.

2.2 CLEANOUTS

A. Exposed Metal Cleanouts:

1. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
 - a. MIFAB, Inc.
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - c. Wade
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 tees required to match connected piping.
5. Closure: 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.

B. Metal Floor Cleanouts:

1. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
 - a. MIFAB, Inc.
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - c. Wade
2. Standard: ASME A112.36.2M heavy-duty, adjustable housing cleanout.
3. Size: Same as connected branch.
4. Type: Heavy-duty, adjustable housing.
5. Body or Ferrule: Cast iron.
6. Clamping Device: Required.
7. Outlet Connection: Spigot.
8. Closure: Brass plug with straight threads and gasket.
9. Adjustable Housing Material: Cast iron.
10. Frame and Cover Material and Finish: Painted cast iron.
11. Frame and Cover Shape: Round.
12. Top Loading Classification: Extra Heavy Duty.
13. Riser: ASTM A 74, Extra-Heavy class, cast-iron drainage pipe fitting and riser to cleanout.
14. Standard: ASME A112.3.1.
15. Size: Same as connected branch.
16. Housing: Stainless steel.
17. Closure: Stainless steel with seal.
18. Riser: Stainless-steel drainage pipe fitting to cleanout.



C. Cast-Iron Wall Cleanouts:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. MIFAB, Inc.
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc. c.
Wade
2. Standard: ASME A112.36.2M. Include wall access.
3. Size: Same as connected drainage piping.
4. Body: Hub-and-spigot, cast-iron soil pipe T-branch as required to match connected piping.
5. Closure: cast-iron plug.
6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
7. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.
8. Wall Access: Square, wall-installation frame and cover.

D. Cleanout Schedule:

<u>Location</u>	<u>Piping</u>	<u>Figure Number</u>
Wall	Exposed Cast Iron	Smith 4420 Wade W-8550E w/8480R MIFAB C1450
Wall	Exposed Steel	Smith 4470 Wade W-8590E w/8480R MIFAB C1430
Wall	Concealed Cast Iron	Smith 4532-U Wade W-8560E w/8480R MIFAB C1460-RD-6
Wall	Concealed Steel	Smith 4472-U Wade W-8590E w/8480R MIFAB C1430-RD-6
Floor-Concrete	Steel or Cast Iron	Smith 4248-U Wade W-6000Z MIFAB C1100-XR
Floor-General Finished Area	Cast Iron	Smith 4028-U Wade W-6000-1 MIFAB C1100

2.3 FLOOR DRAINS

A. Cast-Iron Floor Drains:



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

1. Standard: ASME A112.6.3 with backwater valve.
2. Pattern: Floor drain.
3. Body Material: Gray iron.
4. Seepage Flange: Required.
5. Anchor Flange: Required.
6. Clamping Device: Required.
7. Outlet: Bottom
8. Backwater Valve: Integral, ASME A112.14.1, swing-check type.
9. Coating on Interior and Exposed Exterior Surfaces: Not required.
10. Sediment Bucket: Not required.
11. Top or Strainer Material: Gray iron.
12. Top of Body and Strainer Finish: Nickel bronze.
13. Top Shape: Round
14. Funnel: Not required.
15. Inlet Fitting: Gray iron, with threaded inlet and threaded or spigot outlet and trap-seal primer valve connection.
16. Trap Material: Cast iron.
17. Trap Pattern: Standard P-trap.
18. Trap Features: Trap-seal primer valve drain connection.

B. Drain Types:

1. Type A: (Toilet Room/Shower) shall be cast iron with double drainage flange and seepage openings, bottom outlet connection, flashing clamp device, and 6" round adjustable strainer of high polished brass or bronze. Individual shower compartments use a 6" round adjustable strainer of high polished nickel bronze.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1) Smith 2010-A
 - 2) Zurn Z-415-103-VP
 - 3) Josam 30000-6A-X (toilet/shower)
 - 4) Wade W-1100 or MIFAB F1000C
2. Type B: (Kitchen Floor Drain/Indirect Waste Clear Water): Drain shall be cast-iron with acid resistant coated interior and exterior, bottom outlet, flashing collar, adjustable nickel bronze top and 1/2 bar grate with sediment bucket.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1) 2360-NB-12-ARC(I&O)
 - 2) Zurn ZN-526-76
 - 3) Josam 31220-1-27-79-X
 - 4) MIFAB F1340C-14-5-1-3M
3. Type C: (Kitchen Floor Drain): Drain shall be cast-iron with acid resistant coated interior and exterior, bottom outlet, flashing collar, adjustable nickel bronze top and full bar grate with sediment bucket.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1) Smith 2360-NB-ARC(I&O),
 - 2) Zurn Z-526-77



- 3) Josam 31220-1-79-X
 - 4) MIFAB F1340C-14-5-1-3M
4. Type D: (Kitchen Funnel Receptor/Indirect Waste Clear Water) shall be cast iron with double drainage flange and seepage openings, bottom outlet connection and 7" diameter adjustable strainer with sediment bucket of high polished brass or bronze.
- a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
- 1) Smith 3510-F37
 - 2) Zurn Z-415-104
 - 3) Josam 30000-7E1-2-80-X
 - 4) MIFAB F1100C-ER7-1-5
5. Type E: (Membrane Waterproof Floor) shall be cast iron with bottom outlet connection, double drainage flange with drainage openings, removable cast iron sediment bucket with perimeter drainage slots, loose set polished bronze grate so designed that grate cannot be set unless bucket is in position.
- a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
- 1) Smith 2220
 - 2) Zurn Z-554-75-VP
 - 3) Josam 32120-2-17-X
 - 4) MIFAB F1320C-Y-5-14-1
6. Type F: (Boiler Room, Mechanical Spaces, Meter Rooms) shall be cast iron, triple drainage side outlet caulk connection, medium duty round grate and slotted sediment bucket with 3/8" or 1/4" bottom drainage openings, so designed that grate cannot be set unless bucket is in position.
- a. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
- 1) Smith 2235
 - 2) Zurn Z-540-83
 - 3) Josam 32220-17-66-X
 - 4) MIFAB F1340-Y-5-90

2.4 TRENCH DRAINS

A. Trench Drains:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings.
2. Standard: ASME A112.6.3 for trench drains.
3. Material: Ductile or gray iron.
4. Flange: Seepage.
5. Clamping Device: Required.
6. Outlet: Bottom.
7. Grate Material: Ductile iron or gray iron.
8. Grate Finish: Not required.
9. Top Loading Classification: Extra Heavy-Duty.
10. Trap Material: Cast iron.



11. Trap Pattern: Standard P-trap.

2.5 ROOF FLASHING ASSEMBLIES

A. Roof Flashing Assemblies:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Jay R. Smith, Model no. 1740.
 - b. Josam, Model no. 26450.
 - c. MIFAB, Model no. MI-910.
 - d. Zurn, Model no. Z-196.
- B. Description: Manufactured assembly made of 6.0-lb/sq. ft., 0.0938-inch- thick, lead flashing collar and skirt extending at least from pipe, with galvanized-steel boot reinforcement and counter flashing fitting.
 1. Open-Top Vent Cap: Without cap.
 2. Low-Silhouette Vent Cap: With vandal-proof vent cap.
 3. Extended Vent Cap: With field-installed, vandal-proof vent cap.

2.6 THROUGH-PENETRATION FIRESTOP ASSEMBLIES

A. Through-Penetration Firestop Assemblies:

1. Standard: UL 1479 assembly of sleeve and stack fitting with firestopping plug.
2. Size: Same as connected soil, waste, or vent stack.
3. 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.
4. 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.
5. Special Coating: Corrosion resistant on interior of fittings.

2.7 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

A. Open Drains:

1. Description: Shop or field fabricate from ASTM A 74, Service class, hub-and-spigot, cast-iron, soil-pipe fittings. Include P-trap, hub-and-spigot riser section; and where required, increaser fitting joined with ASTM C 564, rubber gaskets.
2. Size: Same as connected waste piping.

B. Deep-Seal Traps:

1. Description: Cast-iron or bronze casting, with inlet and outlet matching connected piping and cleanout trap-seal primer valve connection.
2. Size: Same as connected waste piping.



- a. NPS 2 (DN 50): 4-inch- minimum water seal.
- b. NPS 2-1/2 (DN 65) and Larger: 5-inch- minimum water seal.

C. Floor-Drain, Trap-Seal Primer Fittings:

1. Description: Cast iron, with threaded inlet and threaded or spigot outlet, and trap-seal primer valve connection.
2. Size: Same as floor drain outlet with NPS 1/2 (DN 15) side inlet.

D. Air-Gap Fittings:

1. Standard: ASME A112.1.2, for fitting designed to ensure fixed, positive air gap between installed inlet and outlet piping.
2. Body: Bronze or cast iron.
3. Inlet: Opening in top of body.
4. Outlet: Larger than inlet.
5. Size: Same as connected waste piping and with inlet large enough for associated indirect waste piping.

E. Sleeve Flashing Device:

1. Description: Manufactured, cast-iron fitting, with clamping device, that forms sleeve for pipe floor penetrations of floor membrane. Include galvanized-steel pipe extension in top of fitting that will extend 1 inch, 2 inches above finished floor and galvanized-steel pipe extension in bottom of fitting that will extend through floor slab.
2. Size: As required for close fit to riser or stack piping.

F. Stack Flashing Fittings:

1. Description: Counterflashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.
2. Size: Same as connected stack vent or vent stack.

G. Vent Caps:

1. Description: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and setscrews to secure to vent pipe.
2. Size: Same as connected stack vent or vent stack.

H. Frost-Resistant Vent Terminals:

1. Description: Manufactured or shop-fabricated assembly constructed of copper, lead-coated copper, or galvanized steel.
2. Design: To provide 1-inch enclosed air space between outside of pipe and inside of flashing collar extension, with counterflashing.

2.8 FLASHING MATERIALS



- A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:
 - 1. General Use: 4.0-lb/sq. ft., 0.0625-inch thickness.
 - 2. Vent Pipe Flashing: 3.0-lb/sq. ft., 0.0469-inch thickness.
 - 3. Burning: 6-lb/sq. ft., 0.0938-inch thickness.
- B. Fasteners: Metal compatible with material and substrate being fastened.
- C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- D. Solder: ASTM B 32, lead-free alloy.
- E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART III - EXECUTION

3.1 INSTALLATION

- A. Install backwater valves in building drain piping. For interior installation, provide cleanout deck plate flush with floor and centered over backwater valve cover, and of adequate size to remove valve cover for servicing.
- B. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:
 - 1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) 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 (DN 100) and smaller and 100 feet for larger piping.
 - 4. Locate at base of each vertical soil and waste stack.
- C. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.
- D. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.
- E. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
 - 1. Position floor drains for easy access and maintenance.
 - 2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:



- a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
 - b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
 - c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
 4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.
- F. Install trench drains at low points of surface areas to be drained. Set grates of drains flush with finished surface, unless otherwise indicated.
- G. Assemble and install ASME A112.3.1, stainless-steel channel drainage systems according to ASME A112.3.1. Install on support devices so that top will be flush with surface.
- H. Install roof flashing assemblies on sanitary stack vents and vent stacks that extend through roof. I.
Install flashing fittings on sanitary stack vents and vent stacks that extend through roof.
- J. Install through-penetration firestop assemblies in plastic conductors and stacks at floor penetrations.
- K. Assemble open drain fittings and install with top of hub 2 inches above floor.
- L. Install deep-seal traps on floor drains and other waste outlets, if indicated.
- M. Install floor-drain, trap-seal primer fittings on inlet to floor drains that require trap-seal primer connection.
1. Size: Same as floor drain inlet.
- N. Install air-gap fittings on draining-type backflow preventers and on indirect-waste piping discharge into sanitary drainage system.
- O. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.
- P. Install vent caps on each vent pipe passing through roof.
- Q. Install frost-resistant vent terminals on each vent pipe passing through roof. Maintain 1-inch clearance between vent pipe and roof substrate.
- R. Install expansion joints on vertical stacks and conductors. Position expansion joints for easy access and maintenance.
- S. Install frost-proof vent caps on each vent pipe passing through roof. Maintain 1-inch clearance between vent pipe and roof substrate.
- T. Install wood-blocking reinforcement for wall-mounting-type specialties.
- U. Install traps on plumbing specialty drain outlets. Omit traps on indirect wastes unless trap is indicated.



- V. 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. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment to allow service and maintenance.

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.
- 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.
- 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. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings.
- F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.
- G. Fabricate and install flashing and pans, sumps, and other drainage shapes.

3.4 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on all equipment.
- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section "Identification for Plumbing Piping and Equipment."



3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.6 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 22 13 19



SECTION 22 14 13

STORM DRAINAGE PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 storm drainage piping inside the building:
 - 1. Pipe, tube, and fittings.
 - 2. Special pipe 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 licensed in the State of New York 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.



PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.3 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.

2.4 SPECIAL PIPE FITTINGS

- A. Flexible, Nonpressure Pipe Couplings: Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition pattern. Include shear ring, ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - 1. Manufacturers:
 - a. Dallas Specialty & Mfg. Co.
 - b. Fernco, Inc.
 - c. Logan Clay Products Company (The).
 - d. Mission Rubber Co.
 - e. NDS, Inc.



2. Sleeve Materials:

- a. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
- B. Shielded Nonpressure Pipe Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - 1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Mission Rubber Co.
 - c. Tyler Pipe; Soil Pipe Div.
- C. Wall-Penetration Fittings: Compound, ductile-iron coupling fitting with sleeve and flexing sections for up to 20-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.

PART III - 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 2 to NPS 6 (DN 50 to DN 150) and smaller shall be the following:
 - 1. Hubless cast-iron soil pipe and fittings; standard shielded, stainless-steel couplings; and coupled joints.
- C. Aboveground, storm drainage piping NPS 8 (DN 200) and larger 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. Install seismic restraints on piping.
- B. Install cleanouts at grade and extend to where building storm drains connect to building storm sewers. Cleanouts are specified in Section "Plumbing Specialties."
- C. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Sleeves and mechanical sleeve seals are specified in Section "Basic Materials and Methods."
- D. Install wall-penetration fitting system at each service pipe penetration through foundation wall. Make installation watertight.



- E. 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."
- F. Make changes in direction for storm 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.
- G. Install storm drainage piping at the following minimum slopes, unless otherwise indicated:
 - 1. Building Storm Drain: 1 percent downward in direction of flow for piping NPS 3 (DN 80) and smaller; 1 percent downward in direction of flow for piping NPS 4 (DN 100) and larger.
 - 2. Horizontal Storm-Drainage Piping: 2 percent downward in direction of flow.
- H. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.3 JOINT CONSTRUCTION

- A. 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 VALVE INSTALLATION

- A. Shutoff Valves: Install shutoff valve on each sump pump discharge.
 - 1. Install gate or full-port ball valve for piping NPS 2 (DN 50) and smaller.
 - 2. Install gate valve for piping NPS 2-1/2 (DN 65) and larger.
- B. Check Valves: Install swing check valve, between pump and shutoff valve, on each sump pump discharge.
- C. Backwater Valves: Install backwater valves in piping subject to backflow.
 - 1. Horizontal Piping: Horizontal backwater valves.
 - 2. Install backwater valves in accessible locations.
 - 3. Backwater valve are specified in Section "Plumbing Specialties."

3.5 HANGER AND SUPPORT INSTALLATION

- A. Seismic-restraint devices are specified in Section "Vibration Controls and Seismic Restraints."
- B. Pipe hangers and supports are specified in Section "Hangers and Supports." 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. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
- 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support vertical piping and tubing at base and at each floor.
- D. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.
- E. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 60 inches with 3/8-inch rod.
 - 2. NPS 3 (DN 80): 60 inches with 1/2-inch rod.
 - 3. NPS 4 and NPS 5 (DN 100 and DN 125): 60 inches with 5/8-inch rod.
 - 4. NPS 6 (DN 150): 60 inches with 3/4-inch rod.
 - 5. NPS 8 to NPS 12 (DN 200 to DN 300): 60 inches with 7/8-inch rod.
 - 6. Spacing for 10-foot lengths may be increased to 10 feet. Spacing for fittings is limited to 60 inches.
- F. Install supports for vertical cast-iron soil piping every 15 feet.
- G. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect interior storm drainage piping to exterior storm drainage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect storm drainage piping to roof drains and storm drainage specialties.

3.7 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, except outside leaders, 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.

3.8 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 22 14 13



SECTION 22 14 23

STORM DRAINAGE PIPING SPECIALTIES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 storm drainage piping specialties:

- 1. Cleanouts.
- 2. Through-penetration firestop assemblies.
- 3. Roof drains.
- 4. Miscellaneous storm drainage piping specialties.
- 5. Flashing materials.

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 II - PRODUCTS

2.1 CLEANOUTS

- A. Exposed Metal Cleanouts:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. MIFAB, Inc.



- b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - c. Wade
- 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 tees required to match connected piping.
 - 5. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
 - 6. Closure: Stainless-steel plug with seal.
- B. Cast-Iron Wall Cleanouts:
- 1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. MIFAB, Inc.
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - c. Wade
 - 2. Standard: ASME A112.36.2M. Include wall access.
 - 3. Size: Same as connected drainage piping.
 - 4. Body: Hubless, cast-iron soil pipe test tee as required to match connected piping.
 - 5. Closure: cast-iron plug.
 - 6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
 - 7. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.
- C. Cleanout Schedule

<u>Location</u>	<u>Piping</u>	<u>Figure Number</u>
Wall	Exposed Cast Iron	Smith 4420 Wade W-8550E w/8480R MIFAB C1450
Wall	Exposed Steel	Smith 4470 Wade W-8590E w/8480R MIFAB C1430
Wall	Concealed Cast Iron	Smith 4532-U Wade W-8560E w/8480R MIFAB C1460-RD-6
Wall	Concealed Steel	Smith 4472-U Wade W-8590E w/8480R MIFAB C1430-RD-6
Floor-Concrete	Steel or Cast Iron	Smith 4248-U Wade W-6000Z MIFAB C1100-XR
Floor-General	Cast Iron	Smith 4028-U



Finished Area

Wade W-6000-1
MIFAB C1100

2.2 THROUGH-PENETRATION FIRESTOP ASSEMBLIES

A. Through-Penetration Firestop Assemblies:

1. Standard: UL 1479 assembly of sleeve and stack fitting with firestopping plug.
2. Size: Same as connected pipe.
3. 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.
4. 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.
5. Special Coating: Corrosion resistant on interior of fittings.

2.3 ROOF DRAINS

A. Metal Roof Drains:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Josam Company; Josam Div., Model No. 21500-19-3-22-30-X
 - b. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc., Model No. 1011-C-R-U
 - c. Wade, Model No. W-3000-DP-5-52-53-IC
 - d. Zurn Plumbing Products Group; Light Commercial Operation., Model No. ZC-100-84-C-R-VP
2. Standard: ASME A112.21.2M.
3. Pattern: Promenade-deck or Domed Roof drain
4. Body Material: Cast iron.
5. Flow-Control Weirs: Required.
6. Outlet: Bottom, Side.
7. Dome or Grate Material: Cast iron.
8. Extension Collars: Not required.
9. Underdeck Clamp: Required.
10. Sump Receiver: Not required.

2.4 FLASHING MATERIALS

- ### **A. 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 (Z275) hot-dip galvanized, mill-phosphatized finish for painting if indicated.
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Jay R. Smith, Model no. 1740.
 - b. Josam, Model no. 26450.



- c. MIFAB, Model no. MI-910.
 - d. Zurn, Model no. Z-196.
- B. Fasteners: Metal compatible with material and substrate being fastened.
- C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- D. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART III - EXECUTION

3.1 INSTALLATION

- A. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:
- 1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) 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 (DN 100) and smaller and 100 feet for larger piping.
 - 4. Locate at base of each vertical soil and waste stack.
- B. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.
- 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 roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.
- 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.
- E. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.
- F. 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 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. thickness or thicker. Solder joints of lead sheets 0.0625-inch thickness or thinner.
- 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.
- 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 22 14 23



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SECTION 22 40 00

PLUMBING FIXTURES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 conventional plumbing fixtures and related components:

1. Faucets for lavatories and sinks.
2. Flushometers.
3. Toilet seats.
4. Protective shielding guards.
5. Fixture supports.
6. Water closets.
7. Lavatories.
8. Commercial sinks.
9. Kitchen sinks.
10. Service sinks.
11. Service basins.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.
- C. Cast Polymer: Cast-filled-polymer-plastic material. This material includes cultured-marble and solid-surface materials.
- D. Cultured Marble: Cast-filled-polymer-plastic material with surface coating.
- E. Fitting: Device that controls the flow of water into or out of the plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.
- F. FRP: Fiberglass-reinforced plastic.



- G. PMMA: Polymethyl methacrylate (acrylic) plastic.
- H. PVC: Polyvinyl chloride plastic.
- I. Solid Surface: Nonporous, homogeneous, cast-polymer-plastic material with heat-, impact-, scratch-, and stain-resistance qualities.

1.4 SUBMITTALS

- A. Product Data: For each type of plumbing fixture indicated. Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Operation and Maintenance Data: For plumbing fixtures to include in emergency, operation, and maintenance manuals.
- D. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities"; Public Law 90-480, "Architectural Barriers Act"; and Public Law 101-336, "Americans with Disabilities Act"; for plumbing fixtures for people with disabilities.
- D. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.
- E. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.
- F. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.
- G. Comply with the following applicable standards and other requirements specified for plumbing fixtures:
 - 1. Enameled, Cast-Iron Fixtures: ASME A112.19.1M.
 - 2. Porcelain-Enameled, Formed-Steel Fixtures: ASME A112.19.4M.
 - 3. Slip-Resistant Bathing Surfaces: ASTM F 462.
 - 4. Solid-Surface-Material Lavatories and Sinks: ANSI/ICPA SS-1.
 - 5. Stainless-Steel Commercial, Handwash Sinks: NSF 2 construction.



6. Stainless-Steel Residential Sinks: ASME A112.19.3.
7. Vitreous-China Fixtures: ASME A112.19.2M.
8. Water-Closet, Flush Valve, Tank Trim: ASME A112.19.5.
9. Water-Closet, Flushometer Tank Trim: ASSE 1037.

H. Comply with the following applicable standards and other requirements specified for lavatory and sink faucets:

1. Backflow Protection Devices for Faucets with Side Spray: ASME A112.18.3M.
2. Backflow Protection Devices for Faucets with Hose-Thread Outlet: ASME A112.18.3M.
3. Diverter Valves for Faucets with Hose Spray: ASSE 1025.
4. Faucets: ASME A112.18.1.
5. Hose-Connection Vacuum Breakers: ASSE 1011.
6. Hose-Coupling Threads: ASME B1.20.7.
7. Integral, Atmospheric Vacuum Breakers: ASSE 1001.
8. NSF Potable-Water Materials: NSF 61.
9. Pipe Threads: ASME B1.20.1.
10. Sensor-Actuated Faucets and Electrical Devices: UL 1951.
11. Supply Fittings: ASME A112.18.1.
12. Brass Waste Fittings: ASME A112.18.2.

1.6 WARRANTY

A. Special Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Commercial Applications: Three year(s) from date of Substantial Completion.

1.7 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. Faucet Washers and O-Rings: Equal to 10 percent of amount of each type and size installed.
2. Faucet Cartridges and O-Rings: Equal to 10 percent of amount of each type and size installed.
3. Flushometer Valve, Repair Kits: Equal to 10 percent of amount of each type installed, but no fewer than 12 of each type.
4. Provide hinged-top wood or metal box, or individual metal boxes, with separate compartments for each type and size of extra materials listed above.
5. Flushometer Tank, Repair Kits: Equal to 10 percent of amount of each type installed, but no fewer than 2 of each type.
6. Water-Closet Tank, Repair Kits: Equal to 10 percent of amount of each type installed.
7. Toilet Seats: Equal to 10 percent of amount of each type installed.



PART II - PRODUCTS

2.1 LAVATORY FAUCETS

A. Lavatory Faucets:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings, or comparable product by one of the following:
 - a. American Standard, One.
 - b. Grohe, Watercare 32216.
 - c. Hansgrohe, Axor Uno.
 - d. Approved equal.
2. Description: Single-control mixing valve. Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes; coordinate outlet with spout and fixture receptor.
 - a. Body Material: Commercial, solid brass.
 - b. Finish: Polished chrome plate.
 - c. Maximum Flow Rate: 0.5 gpm (1.5 L/min.)
 - d. Inlet(s): NPS 1/2 (DN 15).
 - e. Operation: Self-closing, metering.
 - f. Drain
 - g. Tempering Device: Mechanical.

2.2 SINK FAUCETS

A. Sink Faucets:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings, or comparable product by one of the following:
 - a. American Standard, One.
 - b. Grohe, Watercare 32216.
 - c. Hansgrohe, Axor Uno.
 - d. Approved equal.
2. Description: Kitchen faucet with spray, with stops in shanks, vacuum breaker, hose-thread outlet. Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes; coordinate outlet with spout and fixture receptor.
 - a. Body Material: Commercial, solid brass.
 - b. Finish: Polished chrome plate.
 - c. Maximum Flow Rate: 2.5 gpm (9.5 L/min.), unless otherwise indicated.
 - d. Mixing Valve: Two-lever handle.
 - e. Backflow Protection Device for Hose Outlet: Required.



- f. Inlet(s): NPS 1/2 (DN 15).
- g. Vacuum Breaker: Required.
- h. Drain.

2.3 FLUSHOMETERS

A. Flushometers:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings, or comparable product by one of the following:
 - a. Coyne & Delany Co.
 - b. Sloan Valve Company.
 - c. TOTO USA, Inc.
 - d. Approved equal.
2. Description: Flushometer for water-closet-type fixture. Include brass body with corrosion-resistant internal components, non-hold-open feature, control stop with check valve, vacuum breaker, copper or brass tubing, and polished chrome-plated finish on exposed parts.
 - a. Internal Design: Diaphragm operation.
 - b. Style: Concealed.
 - c. Inlet Size: NPS 1 (DN 25).
 - d. Trip Mechanism: Mechanical, push-button actuator with stainless-steel access plate.
 - e. Consumption: 1.6 gal./flush (6.0 L/flush).
 - f. Tailpiece.

2.4 TOILET SEATS

A. Toilet Seats:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or an approved equal.
 - a. Centoco.
 - b. Bemis.
 - c. American Standard.
 - d. Approved equal.
2. Description: Toilet seat for water-closet-type fixture.
 - a. Material: Molded, solid plastic with antimicrobial agent.
 - b. Hinge Type: SS, self-sustaining.
 - c. Class: Standard commercial.
 - d. Color: White.



2.5 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Pipe Covers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Insul-Tect Products Co.; a Subsidiary of MVG Molded Products.
 - b. McGuire Manufacturing Co., Inc.
 - c. Plumberex Specialty Products Inc.
 - d. TCI Products.
 - e. TRUEBRO, Inc.
 - f. Zurn Plumbing Products Group; Tubular Brass Plumbing Products Operation.
 - g. Approved equal.
2. Description: Manufactured plastic wraps for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with Americans with Disabilities Act (ADA) requirements.

B. Protective Shielding Piping Enclosures:

1. Description: Manufactured plastic enclosure for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with ADA requirements.

2.6 FIXTURE SUPPORTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Josam Company.
2. MIFAB Manufacturing Inc.
3. Smith, Jay R. Mfg. Co.
4. Tyler Pipe; Wade Div.
5. Watts Drainage Products Inc.; a div. of Watts Industries, Inc.
6. Zurn Plumbing Products Group; Specification Drainage Operation.
7. Approved equal.

B. Water-Closet Supports:

1. Description: floor mounting with flanged connection, bolts, and wax ring to suit watercloset.

C. Lavatory Supports:

1. Description: Type II, lavatory carrier with concealed arms and tie rod for wall-mounting, lavatory-type fixture. Include steel uprights with feet.
2. Accessible-Fixture Support: Include rectangular steel uprights.

D. Sink Supports:

1. Description: Type II, sink carrier with hanger plate, bearing studs, and tie rod for sink-type fixture. Include steel uprights with feet.



2.7 WATER CLOSETS

A. Water Closets:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings, or comparable product by one of the following:
 - a. Crane Plumbing.
 - b. Duravit.
 - c. Gerber.
 - d. Approved equal.
2. Description: Accessible, floor-mounting, floor-outlet, vitreous-china fixture designed for flushometer valve operation.
 - a. Style: One piece.
 - 1) Height: Accessible.
 - 2) Design Consumption: 1.6 gal./flush (6 L/flush).
 - 3) Color: White.
 - b. Supply: NPS 1/2 (DN 15) chrome-plated brass or copper with screwdriver stop.
 - c. Style: Flushometer valve.

2.8 LAVATORIES

A. Lavatories:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings, or comparable product by one of the following:
 - a. Duravit.
 - b. Nameeks.
 - c. Lacava.
 - d. American Standard.
 - e. Approved equal.
2. Description: Accessible, wall or Wall-mounting, vitreous-china fixture.
 - a. Faucet Hole Punching: One hole.
 - b. Faucet Hole Location: Top.
 - c. Color: White.
 - d. Supplies: NPS 3/8 (DN 10) chrome-plated copper with stops.
 - e. Drain: Grid.
 - f. Drain Piping: NPS 1-1/4 by NPS 1-1/2 (DN 32 by DN 40) chrome-plated, cast-brass P-trap.
 - g. Protective Shielding Guard(s).
 - h. Fixture Support: Lavatory.



2.9 COMMERCIAL SINKS

A. Commercial Sinks:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or an approved equal.
 - a. Advance Tabco.
 - b. AERO Manufacturing, Inc.
 - c. Amtekco Industries, Inc.
 - d. Elkay Manufacturing Co.
 - e. Just Manufacturing Company.
 - f. Marlo Manufacturing.
 - g. Metal Masters Foodservice Equipment Co., Inc.
 - h. Approved equal.
2. Description: One, Two, or Three-compartment, counter-mounting, stainless-steel commercial sink with backsplash.
 - a. Metal Thickness: 0.050 inch (1.3 mm).
 - b. Each Compartment:
 - 1) Drains: Grid with NPS 2 (DN 50) tailpiece and twist drain.
 - a) Location: Centered in compartment.
 - c. Faucet(s): Sink.
 - 1) Number Required: One.
 - 2) Mounting: Deck.
 - d. Supplies: NPS 3/4 (DN 20) chrome-plated copper with stops or shutoff valves.
 - e. Drain Piping: NPS 2 (DN 50) chrome-plated, cast-brass P-trap; 0.045-inch- (1.1-mm-) thick tubular brass waste to wall; and wall escutcheon(s).

B. Commercial Sinks:

1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or an approved equal.
 - a. Advance Tabco.
 - b. AERO Manufacturing, Inc.
 - c. Amtekco Industries, Inc.
 - d. Elkay Manufacturing Co.
 - e. Just Manufacturing Company.
 - f. Marlo Manufacturing.
 - g. Approved equal.
2. Description: Wall-mounting, stainless-steel, commercial, handwash-sink fixture.



- a. Type: Basin with radius corners, back for faucet, and support brackets.
- b. Size: Approximately 17 by 16 by 5 inches (432 by 406 by 127 mm).
- c. Faucet: Back-mounting, chrome-plated, solid-brass, gooseneck type with individual valves.
- d. Supplies: NPS 1/2 (DN 15) chrome-plated copper with stops.
- e. Drain: Grid.
- f. Drain Piping: NPS 1-1/2 (DN 40) chrome-plated, cast-brass P-trap; 0.045-inch- (1.1-mm-) thick tubular brass waste to wall; and wall escutcheon.
- g. Fixture Support: Sink for wall-mounting installation.

2.10 SERVICE SINKS

A. Service Sinks:

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or an approved equal.
 - a. Advance Tabco.
 - b. AERO Manufacturing, Inc.
 - c. Amtekco Industries, Inc.
 - d. Elkay Manufacturing Co.
 - e. Just Manufacturing Company.
 - f. Marlo Manufacturing.
 - g. Approved equal.
- 2. Description: Trap-standard- and wall-mounting, enameled, cast-iron fixture with roll-rim with two faucet holes in back and rim guard on front and sides.
 - a. Color: White.
 - b. Faucet: Sink.
 - c. Drain: Grid with NPS 2 (DN 50) outlet.
 - d. Trap Standard: NPS 2 (DN 50) enameled, cast iron with cleanout and floor flange.
 - e. Fixture Support: Sink.

2.11 SERVICE BASINS

A. Service Basins:

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or an approved equal.
 - a. Advance Tabco.
 - b. AERO Manufacturing, Inc.
 - c. Amtekco Industries, Inc.
 - d. Elkay Manufacturing Co.
 - e. Just Manufacturing Company.
 - f. Marlo Manufacturing.
 - g. Approved equal.



2. Description: Flush-to-wall, floor-mounting, precast terrazzo fixture with rim guard.
 - a. Shape: Square.
 - b. Height: 6 inches (150 mm).
 - c. Rim Guard: On all top surfaces.
 - d. Faucet: Sink.
 - e. Drain: Grid with NPS 2 (DN 50) outlet.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before plumbing fixture installation.
- B. Examine cabinets, counters, floors, and walls for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Assemble plumbing fixtures, trim, fittings, and other components according to manufacturers' written instructions.
- B. Install off-floor supports, affixed to building substrate, for wall-mounting fixtures.
 1. Use carrier supports with waste fitting and seal for back-outlet fixtures.
 2. Use carrier supports without waste fitting for fixtures with tubular waste piping.
 3. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.
- C. Install back-outlet, wall-mounting fixtures onto waste fitting seals and attach to supports.
- D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.
- E. Install wall-mounting fixtures with tubular waste piping attached to supports.
- F. Install floor-mounting, back-outlet water closets attached to building floor substrate and wall bracket and onto waste fitting seals.
- G. Install counter-mounting fixtures in and attached to casework.
- H. Install fixtures level and plumb according to roughing-in drawings.
- I. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.



1. Use ball, gate, or globe valves if supply stops are not specified with fixture.
- J. Install trap and waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.
- K. Install flushometer valves for accessible water closets with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach.
- L. Install toilet seats on water closets.
- M. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.
- N. Install water-supply flow-control fittings with specified flow rates in fixture supplies at stop valves.
- O. Install faucet flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.
- P. Install traps on fixture outlets. Omit trap on fixtures with integral traps.
- Q. Install dishwasher air-gap fitting at each sink indicated to have air-gap fitting. Connect inlet hose to dishwasher.
- R. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings.
- S. Seal joints between fixtures and walls, floors, and countertops using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color.

3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

3.4 FIELD QUALITY CONTROL

- A. Verify that installed plumbing fixtures are categories and types specified for locations where installed.
- B. Check that plumbing fixtures are complete with trim, faucets, fittings, and other specified components.
- C. Inspect installed plumbing fixtures for damage. Replace damaged fixtures and components.
- D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.



3.5 ADJUSTING

- A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.
- B. Adjust water pressure at faucets and flushometer valves to produce proper flow and stream.
- C. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

- A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following: Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts. Remove sediment and debris from drains.
- B. After completing installation of exposed, factory-finished fixtures, faucets, and fittings, inspect exposed finishes and repair damaged finishes.

3.7 PROTECTION

- A. Provide protective covering for installed fixtures and fittings.
- B. Do not allow use of plumbing fixtures for temporary facilities unless approved in writing by City of New York.

END OF SECTION 22 40 00



SECTION 22 47 00

DRINKING FOUNTAINS AND WATER COOLERS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 water coolers and related components:
 - 1. Pressure water coolers.
 - 2. Fixture supports.

1.3 DEFINITIONS

- A. Accessible Water Cooler: Fixture that can be approached and used by people with disabilities.
- B. Cast Polymer: Dense, cast-filled-polymer plastic.
- C. Drinking Fountain: Fixture with nozzle for delivering stream of water for drinking.
- D. Fitting: Device that controls flow of water into or out of fixture.
- E. Fixture: Drinking fountain or water cooler unless one is specifically indicated.
- F. Remote Water Cooler: Electrically powered equipment for generating cooled drinking water.
- G. Water Cooler: Electrically powered fixture for generating and delivering cooled drinking water.

1.4 SUBMITTALS

- A. Product Data: For each fixture indicated. Include rated capacities, furnished specialties, and accessories.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For fixtures to include in emergency, operation, and maintenance manuals.



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 Commissioner, and marked for intended use.
- B. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities"; Public Law 90-480, "Architectural Barriers Act"; and Public Law 101-336, "Americans with Disabilities Act"; for fixtures for people with disabilities.
- C. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.
- D. ARI Standard: Comply with ARI's "Directory of Certified Drinking Water Coolers" for style classifications.
- E. ARI Standard: Comply with ARI 1010, "Self-Contained, Mechanically Refrigerated Drinking-Water Coolers," for water coolers and with ARI's "Directory of Certified Drinking Water Coolers" for type and style classifications.
- F. ASHRAE Standard: Comply with ASHRAE 34, "Designation and Safety Classification of Refrigerants," for water coolers. Provide HFC 134a (tetrafluoroethane) refrigerant, unless otherwise indicated.

1.6 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. Filter Cartridges: Equal to 10 percent of amount installed for each type and size indicated, but no fewer than 10 of each.

PART II - PRODUCTS

2.1 PRESSURE WATER COOLERS

- A. Water Coolers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. Elkay Manufacturing Co.
 - b. Halsey Taylor.
 - c. Haws Corporation.
 - d. Oasis Corporation.
 - e. Sunroc Corp.
 - 2. Description: ARI 1010, Type PB, pressure with bubbler, Style RE, recessed water cooler with bottle filling station.



- a. Cabinet: All stainless steel.
- b. Bubbler: One, with adjustable stream regulator, located on deck.
- c. Control: Push button.
- d. Supply: NPS 3/8 (DN 10) with ball, gate, or globe valve.
- e. Filter: One or more water filters complying with NSF 42 and NSF 53 for cyst and lead reduction to below EPA standards; with capacity sized for unit peak flow rate.
- f. Drain: Grid with NPS 1-1/4 (DN 32) minimum horizontal waste and trap complying with ASME A112.18.2.
- g. Cooling System: Electric, with precooler, hermetically sealed compressor, cooling coil, air-cooled condensing unit, corrosion-resistant tubing, refrigerant, corrosion-resistant-metal storage tank, and adjustable thermostat.
 - 1) Capacity: 12 gph (0.0126 L/s) of 50 deg F (10 deg C) cooled water from 80 deg F (27 deg C) inlet water and 90 deg F (32 deg C) ambient air temperature.
 - 2) Electrical Characteristics: 1/5 hp; 120-V ac; single phase; 60 Hz.
- h. Ventilation Grille: Stainless steel, located below fountain.
- i. Support: Mounting frame for attaching to substrate.

2.2 FIXTURE SUPPORTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - 1. Josam Co.
 - 2. MIFAB Manufacturing, Inc.
 - 3. Smith, Jay R. Mfg. Co.
 - 4. Tyler Pipe; Wade Div.
 - 5. Watts Drainage Products Inc.; a div. of Watts Industries, Inc.
 - 6. Zurn Plumbing Products Group; Specification Drainage Operation.
- B. Description: ASME A112.6.1M, water cooler carriers. Include vertical, steel uprights with feet and tie rods and bearing plates with mounting studs matching fixture to be supported.
 - 1. Type I: Hanger-type carrier with two vertical uprights.
 - 2. Type II: Bilevel, hanger-type carrier with three vertical uprights.
 - 3. Supports for Accessible Fixtures: Include rectangular, vertical, steel uprights instead of steel pipe uprights.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for water and waste piping systems to verify actual locations of piping connections before fixture installation. Verify that sizes and locations of piping and types of supports match those indicated.



- B. Examine walls and floors for suitable conditions where fixtures are to be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Use carrier off-floor supports for wall-mounting fixtures, unless otherwise indicated.
- B. Use mounting frames for recessed water coolers, unless otherwise indicated.
- C. Set freestanding and pedestal drinking fountains on floor.
- D. Set remote water coolers on floor, unless otherwise indicated.
- E. Use chrome-plated brass or copper tube, fittings, and valves in locations exposed to view. Plain copper tube, fittings, and valves may be used in concealed locations.

3.3 INSTALLATION

- A. Install off-floor supports affixed to building substrate and attach wall-mounting fixtures, unless otherwise indicated.
- B. Install mounting frames affixed to building construction and attach recessed water coolers to mounting frames, unless otherwise indicated.
- C. Install fixtures level and plumb. For fixtures indicated for children, install at height required by Commissioner.
- D. Install water-supply piping with shutoff valve on supply to each fixture to be connected to water distribution piping. Use ball, gate, or globe valve. Install valves in locations where they can be easily reached for operation.
- E. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.
- F. Install pipe escutcheons at wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding pipe fittings.
- G. Seal joints between fixtures and walls and floors using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

3.4 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.



- B. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- C. Ground equipment according to Division 26.
- D. Connect wiring according to Division 26.

3.5 FIELD QUALITY CONTROL

- A. Water Cooler Testing: After electrical circuitry has been energized, test for compliance with requirements. Test and adjust controls and safeties.
 - 1. Remove and replace malfunctioning units and retest as specified above.
 - 2. Report test results in writing.

3.6 ADJUSTING

- A. Adjust fixture flow regulators for proper flow and stream height.
- B. Adjust water cooler temperature settings.

3.7 CLEANING

- A. After completing fixture installation, inspect unit. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.
- B. Clean fixtures, on completion of installation, according to manufacturer's written instructions.

END OF SECTION 22 47 00



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Design and
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SECTION 22 63 14

FACILITY NATURAL GAS PIPING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Pipes, tubes, and fittings.
 - 2. Piping specialties.
 - 3. Piping and tubing joining materials.
 - 4. Valves.
 - 5. Mechanical sleeve seals.

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, crawlspace, 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: 100 psig minimum unless otherwise indicated.
 - 2. Service Regulators: 65 psig minimum unless otherwise indicated.
 - 3. Minimum Operating Pressure of Service Meter: 5 psig.
- B. Natural-Gas System Pressure within Buildings: 0.5 psig.



- C. Engineering Services: Provide restraints and anchors for natural-gas piping and equipment, including comprehensive analysis by a qualified professional engineer licensed in the State of New York, using performance requirements and design criteria indicated.

1.5 SUBMITTALS

- A. Product Data: For each type of the following:
1. Piping specialties.
 2. Corrugated, stainless-steel tubing with associated components.
 3. Valves. Include pressure rating, capacity, settings, and electrical connection data of selected models.
 4. Pressure regulators. Indicate pressure ratings and capacities.
 5. Dielectric fittings.
 6. Mechanical sleeve seals.
 7. Escutcheons.
- B. Shop Drawings: For facility natural-gas piping layout. Include plans, piping layout and elevations, sections, and details for fabrication of pipe anchors, hangers, supports for multiple pipes, alignment guides, expansion joints and loops, and attachments of the same to building structure. Detail location of anchors, alignment guides, and expansion joints and loops.
1. Shop Drawing Scale: 1/4 inch per foot (1:50).
 2. Detail mounting, supports, and valve arrangements for service meter assembly and pressure regulator assembly.
- C. Engineering Services Submittal: 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 licensed in the State of New York responsible for their preparation.
1. Detail fabrication and assembly of seismic restraints.
 2. Design Calculations: Calculate requirements for selecting seismic restraints.
- D. Coordination Drawings: Plans and details, drawn to scale, on which natural-gas piping is shown and coordinated with other installations, using input from installers of the items involved.
- E. Site Survey: Plans, drawn to scale, on which natural-gas piping is shown and coordinated with other services and utilities.
- F. Qualification Data: For qualified professional engineer licensed in the State of New York.
- G. Welding certificates.
- H. Field quality-control reports.
- I. Operation and Maintenance Data: For motorized gas valves to include in emergency, operation, and maintenance manuals.



1.6 QUALITY ASSURANCE

- A. Steel Support Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handling Flammable Liquids: Remove and dispose of liquids from existing natural-gas piping according to requirements of authorities having jurisdiction.
- 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 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 City of New York no fewer than two days in advance of proposed interruption of natural-gas service.

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.



PART II - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
 - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
 - 2. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.

2.2 PIPING SPECIALTIES

- A. Appliance Flexible Connectors:
 - 1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
 - 2. Indoor, Movable-Appliance Flexible Connectors: Comply with ANSI Z21.69.
 - 3. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
 - 4. Operating-Pressure Rating: 0.5 psig.
 - 5. End Fittings: Zinc-coated steel.
 - 6. Threaded Ends: Comply with ASME B1.20.1.
 - 7. Maximum Length: 72 inches.
- B. Y-Pattern Strainers:
 - 1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
 - 2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
 - 3. Strainer Screen: 40-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
 - 4. CWP Rating: 125 psig.
- C. Weatherproof Vent Cap: Cast- or malleable-iron increaser fitting with corrosion-resistant wire screen, with free area at least equal to cross-sectional area of connecting pipe and threaded-end connection.

2.3 JOINING MATERIALS

- A. Joint Compound and Tape: Suitable for natural gas.

2.4 MANUAL GAS SHUTOFF VALVES

- A. General Requirements for Metallic Valves, NPS 2 (DN 50) and 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 indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
5. Listing: Listed and labeled by an NRTL acceptable to Commissioner for valves 1 inch and smaller.
6. Service Mark: Valves 1-1/4 inches to NPS 2 (DN 50) shall have initials "WOG" permanently marked on valve body.

B. One-Piece, Bronze Ball Valve with Bronze Trim: MSS SP-110.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. BrassCraft Manufacturing Company; a Masco company.
 - b. Conbraco Industries, Inc.; Apollo Div.
 - c. Lyall, R. W. & Company, Inc.
2. Body: Bronze, complying with ASTM B 584.
3. Ball: Chrome-plated brass.
4. Stem: Bronze; blowout proof.
5. Seats: Reinforced TFE; blowout proof.
6. Packing: Separate packnut with adjustable-stem packing threaded ends.
7. Ends: Threaded, flared, or socket as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
8. CWP Rating: 600 psig.
9. Listing: Valves NPS 1 (DN 25) and smaller shall be listed and labeled by an NRTL acceptable to Commissioner.
10. Service: Suitable for natural-gas service with "WOG" indicated on valve body.

C. Cast-Iron, Lubricated Plug Valves: MSS SP-78.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. Flowserve.
 - b. Homestead Valve; a division of Olson Technologies, Inc.
 - c. McDonald, A. Y. Mfg. Co.
 - d. Milliken Valve Company.
2. Body: Cast iron, complying with ASTM A 126, Class B.
3. Plug: Bronze or nickel-plated cast iron.
4. Seat: Coated with thermoplastic.
5. Stem Seal: Compatible with natural gas.
6. Ends: Threaded or flanged as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
7. Operator: Square head or lug type with tamperproof feature where indicated.
8. Pressure Class: 125 psig.
9. Listing: Valves NPS 1 (DN 25) and smaller shall be listed and labeled by an NRTL acceptable to Commissioner.
10. Service: Suitable for natural-gas service with "WOG" indicated on valve body.



2.5 PRESSURE REGULATORS

A. General Requirements:

1. Single stage and suitable for natural gas.
2. Steel jacket and corrosion-resistant components.
3. Elevation compensator.
4. End Connections: Threaded for regulators NPS 2 (DN 50) and smaller; flanged for regulators NPS 2-1/2 (DN 65) and larger.

B. Service Pressure Regulators: Comply with ANSI Z21.80.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following, or approved equal:
 - a. Actaris.
 - b. American Meter Company.
 - c. Fisher Control Valves and Regulators; Division of Emerson Process Management.
2. Body and Diaphragm Case: Cast iron or die-cast aluminum.
3. Springs: Zinc-plated steel; interchangeable.
4. Diaphragm Plate: Zinc-plated steel.
5. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
6. Orifice: Aluminum; interchangeable.
7. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
8. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet, and no pressure sensing piping external to the regulator.
9. Pressure regulator shall maintain discharge pressure setting downstream, and not exceed 150 percent of design discharge pressure at shutoff.
10. Overpressure Protection Device: Factory mounted on pressure regulator.
11. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.
12. Maximum Inlet Pressure: 100 psig.

C. Line Pressure Regulators: Comply with ANSI Z21.80.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following, or approved equal:
 - a. Actaris.
 - b. American Meter Company.
 - c. Eclipse Combustion, Inc.
 - d. Fisher Control Valves and Regulators; Division of Emerson Process Management.
2. Body and Diaphragm Case: Cast iron or die-cast aluminum.
3. Springs: Zinc-plated steel; interchangeable.
4. Diaphragm Plate: Zinc-plated steel.
5. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
6. Orifice: Aluminum; interchangeable.
7. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.



8. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet, and no pressure sensing piping external to the regulator.
 9. Pressure regulator shall maintain discharge pressure setting downstream, and not exceed 150 percent of design discharge pressure at shutoff.
 10. Overpressure Protection Device: Factory mounted on pressure regulator.
 11. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.
 12. Maximum Inlet Pressure: 2 psig.
- D. Appliance Pressure Regulators: Comply with ANSI Z21.18.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following, or approved equal:
 - a. Canadian Meter Company Inc.
 - b. Eaton Corporation; Controls Div.
 - c. Harper Wyman Co.
 - d. Maxitrol Company.
 2. Body and Diaphragm Case: Die-cast aluminum.
 3. Springs: Zinc-plated steel; interchangeable.
 4. Diaphragm Plate: Zinc-plated steel.
 5. Seat Disc: Nitrile rubber.
 6. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
 7. Factory-Applied Finish: Minimum three-layer polyester and polyurethane paint finish.
 8. Regulator may include vent limiting device, instead of vent connection, if approved by authorities having jurisdiction.
 9. Maximum Inlet Pressure: 1 psig.

2.6 SERVICE METERS

- A. Service Meters and Service-Meter Bypass Fittings shall be provided by the local Utility Company.

2.7 DIELECTRIC FITTINGS

- A. Dielectric Unions:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. Capitol Manufacturing Company.
 - b. Central Plastics Company.
 - c. Hart Industries International, Inc.
 - d. McDonald, A. Y. Mfg. Co.
 - e. Watts Regulator Co.; Division of Watts Water Technologies, Inc.
 - f. Wilkins; Zurn Plumbing Products Group.



2. Minimum Operating-Pressure Rating: 150 psig.
3. Combination fitting of copper alloy and ferrous materials.
4. Insulating materials suitable for natural gas.
5. Combination fitting of copper alloy and ferrous materials with threaded, brazed-joint, plain, or welded end connections that match piping system materials.

2.8 SLEEVES

- 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.

2.9 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. Advance Products & Systems, Inc.
 - b. Calpico Inc.
 - c. Metraflex Company (The).
 2. Sealing Elements: interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe and sleeve.
 3. Pressure Plates: Carbon steel.
 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one nut and bolt for each sealing element.

2.10 ESCUTCHEONS

- A. General Requirements for Escutcheons: Manufactured wall and ceiling escutcheons and floor plates, with ID to fit around pipe or tube, and OD that completely covers opening.
- B. One-Piece, Deep-Pattern Escutcheons: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Escutcheons: With set screw.
 1. Finish: Polished chrome-plated or rough brass.

2.11 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.

2.12 LABELING AND IDENTIFYING

- A. Detectable Warning Tape: Acid- and alkali-resistant, PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.

PART III - 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 the International Fuel Gas Code to determine that natural-gas utilization devices are turned off in piping section affected.
- C. Comply with the International Fuel Gas Code requirements for prevention of accidental ignition.

3.3 OUTDOOR PIPING INSTALLATION

- A. Comply with the International Fuel Gas Code for installation and purging of natural-gas piping.
- B. Install underground, natural-gas piping buried at least 36 inches below finished grade.
- C. Steel Piping with Protective Coating:
 1. Apply joint cover kits to pipe after joining to cover, seal, and protect joints.
 2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.
 3. Replace pipe having damaged PE coating with new pipe.
- D. Install fittings for changes in direction and branch connections.



- E. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches in diameter.
 - 2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
- F. 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 annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. 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.
- H. Install pressure gage upstream and downstream from each service regulator.

3.4 INDOOR PIPING INSTALLATION

- A. Comply with the International Fuel Gas Code for installation and purging of natural-gas piping.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Arrange for pipe spaces, chases, slots, sleeves, and openings in building structure during progress of construction, to allow for mechanical installations.
- D. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- E. 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.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Locate valves for easy access.
- H. Install natural-gas piping at uniform grade of 2 percent down toward drip and sediment traps.
- I. Install piping free of sags and bends.
- J. Install fittings for changes in direction and branch connections.
- K. Install escutcheons at penetrations of interior walls, ceilings, and floors.



1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - c. Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type and set screw.
 - d. Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed or exposed-rivet hinge and set screw or spring clips.
 - e. Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
 - f. Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
- L. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.
- M. Verify final equipment locations for roughing-in.
- N. Comply with requirements in Sections specifying gas-fired appliances and equipment for roughing-in requirements.
- O. Drips and Sediment Traps: Install drips at points where condensate may collect, including service-meter outlets. Locate where accessible to permit cleaning and emptying. Do not install where condensate is subject to freezing.
 1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use nipple a minimum length of 3 pipe diameters, but not less than 3 inches long and same size as connected pipe. Install with space below bottom of drip to remove plug or cap.
- P. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to outdoors and terminate with weatherproof vent cap.
- Q. Conceal pipe installations in walls, pipe spaces, utility spaces, above ceilings, below grade or floors, and in floor channels unless indicated to be exposed to view.
- R. Concealed Location Installations: Except as specified below, install concealed natural-gas piping and piping installed under the building in containment conduit constructed of steel pipe with welded joints as described in Part 2. Install a vent pipe from containment conduit to outdoors and terminate with weatherproof vent cap.
 1. Above Accessible Ceilings: Natural-gas piping, fittings, valves, and regulators may be installed in accessible spaces without containment conduit.
 2. In Walls or Partitions: Protect tubing installed inside partitions or hollow walls from physical damage using steel striker barriers at rigid supports.
 3. Prohibited Locations:
 - a. Do not install natural-gas piping in or through circulating air ducts, clothes or trash chutes, chimneys or gas vents (flues), ventilating ducts, or dumbwaiter or elevator shafts.
 - b. Do not install natural-gas piping in solid walls or partitions.

- S. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- T. Connect branch piping from top or side of horizontal piping.
- U. Install unions in pipes NPS 2 (DN 50) and smaller, adjacent to each valve, at final connection to each piece of equipment. Unions are not required at flanged connections.
- V. Do not use natural-gas piping as grounding electrode.
- W. Install strainer on inlet of each line-pressure regulator and automatic or electrically operated valve.
- X. Install pressure gage upstream and downstream from each line regulator.

3.5 SERVICE-METER ASSEMBLY INSTALLATION

- A. Service-meter assemblies and piping to street main shall be by the local utility.

3.6 VALVE INSTALLATION

- A. Install manual gas shutoff valve for each gas appliance ahead of stainless-steel tubing connector.
- B. Install underground valves with valve boxes.
- C. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.
- D. Install earthquake valves aboveground outside buildings according to listing.

3.7 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.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
 - 5. 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.



3.8 HANGER AND SUPPORT INSTALLATION

- A. Install seismic restraints on piping.
- B. Install hangers for horizontal steel piping with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1 (DN 25) and Smaller: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 2. NPS 1-1/4 (DN 32): Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 3. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 4. NPS 2-1/2 to NPS 3-1/2 (DN 65 to DN 90): Maximum span, 10 feet; minimum rod size, 1/2 inch.

3.9 CONNECTIONS

- A. Connect to utility's gas main according to utility's procedures and requirements.
- B. Install natural-gas piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.
- C. Install piping adjacent to appliances to allow service and maintenance of appliances.
- D. 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.
- E. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.10 LABELING AND IDENTIFYING

- A. Install detectable warning tape directly above gas piping, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.11 PAINTING

- A. Comply with requirements in 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.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel flat.
 - d. Color: Gray.



- 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.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex flat.
 - d. Color: Gray.
- D. Damage and Touchup: Repair marred and damaged factory-applied finishes with materials and by procedures to match original factory finish.

3.12 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Test, inspect, and purge natural gas according to the International Fuel Gas Code and authorities having jurisdiction.
- C. Natural-gas piping will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

3.13 DEMONSTRATION

- A. Engage a factory-authorized service representative to instruct City of New York's maintenance personnel to adjust, operate, and maintain earthquake valves.

3.14 OUTDOOR PIPING SCHEDULE

- A. Underground natural-gas piping shall be the following:
 - 1. Steel pipe with wrought-steel fittings and welded joints, or mechanical couplings. Coat pipe and fittings with protective coating for steel piping.
- B. Aboveground natural-gas piping shall be the following:
 - 1. Steel pipe with malleable-iron fittings and threaded joints.

3.15 INDOOR PIPING SCHEDULE FOR SYSTEM PRESSURES LESS THAN 0.5 PSIG.

- A. Aboveground, branch piping NPS 1 (DN 25) and smaller shall be the following:



1. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, NPS 1 (DN 25) and larger distribution piping shall be the following:
 1. Steel pipe with malleable-iron fittings and threaded joints.

3.16 ABOVEGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE

- A. Valves for pipe sizes NPS 2 (DN 50) and smaller at service meter shall be the following:
 1. Bronze plug valve.
- B. Valves for pipe sizes NPS 2-1/2 (DN 65) and larger at service meter shall be the following:
 1. Cast-iron, nonlubricated plug valve.
- C. Distribution piping valves for pipe sizes NPS 2 (DN 50) and smaller shall be the following:
 1. Bronze plug valve.
- D. Distribution piping valves for pipe sizes NPS 2-1/2 (DN 65) and larger shall be the following:
 1. Cast-iron, nonlubricated plug valve.
- E. Valves in branch piping for single appliance shall be the following:
 1. Bronze plug valve.

END OF SECTION 22 63 14



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SECTION 23 05 13

COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 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 II - 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.
- C. Service Factor: 1.15.
- D. Rotor: Random-wound, squirrel cage.
- E. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- F. Temperature Rise: Match insulation rating.
- G. Insulation: Class F.
- H. 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.
- I. 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. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

2.5 SINGLE-PHASE MOTORS

- A. Motors smaller than 1/2 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. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- C. 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.



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

PART III - EXECUTION (NOT USED)

END OF SECTION 23 05 13



**Department of
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FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 23 05 14

COMMON WORK RESULTS FOR HVAC EQUIPMENT

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Piping materials and installation instructions common to most piping systems.
2. Transition fittings.
3. Dielectric fittings.
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. HVAC demolition.
9. Equipment installation requirements common to equipment sections.
10. Painting and finishing.
11. Concrete bases.
12. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct 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. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.
- D. 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. Provide for all field-applied adhesives, sealants (used as fillers), and paints: Material Safety Data Sheets, for all applicable products. Applicable products include, but are not limited to adhesives, sealants, paints and coatings applied on the interior of the building. 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).

1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

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 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.



PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified, or approved equal.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual piping Sections for pipe, tube, and fitting materials and joining methods.

2.3 JOINING MATERIALS

- A. Refer to individual piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Brazing Filler Metals: Refer to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

2.4 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, brazed-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 (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
 - 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.
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
 - 1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig (1035- or 2070-kPa) minimum working pressure where required to suit system pressures.
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).
 - 1. Manufacturers:
 - a. Perfection Corp.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Co., Inc.
 - d. Victaulic Co. of America.

2.5 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.
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.

2.6 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.
- B. Copper or Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

2.7 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, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw. Polished chrome-plated.
- D. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.
- E. One-Piece, Floor-Plate Type: Cast-iron floor plate.

2.8 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.



PART III - EXECUTION

3.1 HVAC DEMOLITION

- A. Refer to General Conditions and "Selective 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. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 4. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to City of New York.
- 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 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. All Insulated Piping Passing Through Walls, Floors and Ceilings in Finished, Unfinished or Equipment Rooms: One-piece, stamped-steel type with spring clips.
- 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. 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.
 - 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.
- O. 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.
- P. 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.

- Q. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.
- R. Verify final equipment locations for roughing-in.
- S. 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 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. 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.
- E. 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.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

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. 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 not 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.

3.6 PAINTING

- A. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) 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 (450-mm) 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. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 - 7. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete.

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- B. Field Welding: Comply with AWS D1.1.



3.9 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.

END OF SECTION 23 05 14



SECTION 23 05 29

HANGERS AND SUPPORTS FOR HVAC

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 hangers and supports for HVAC system piping and equipment:
 - 1. Steel pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Metal framing systems.
 - 4. Thermal-hanger shield inserts.
 - 5. Fastener systems.
 - 6. Pipe stands.
 - 7. Equipment supports.
- B. Related Sections include the following:
 - 1. Section "Vibration and Seismic Controls for HVAC Piping and Equipment" for vibration isolation devices.
 - 2. 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. Provide supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
- B. Provide equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.



- C. Provide seismic-restraint hangers and supports for piping and equipment and obtain approval from Commissioner.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel pipe hangers and supports.
 - 2. Thermal-hanger shield inserts.
- B. Shop Drawings: 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. Pipe stands. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. 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.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 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. Bergen-Power Pipe Supports.
 3. B-Line Systems, Inc.; a division of Cooper Industries.
 4. Carpenter & Paterson, Inc.
 5. Empire Industries, Inc.
 6. ERICO/Michigan Hanger Co.
 7. Globe Pipe Hanger Products, Inc.
 8. Grinnell Corp.
 9. GS Metals Corp.
 10. National Pipe Hanger Corporation.
 11. PHD Manufacturing, Inc.
 12. PHS Industries, Inc.
 13. Piping Technology & Products, Inc.
 14. Tolco Inc.
- 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.

2.3 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

2.4 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.
- C. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.
- D. Nonmetallic Coatings: Plastic coating, jacket, or liner.



2.5 THERMAL-HANGER SHIELD INSERTS

- A. Description: 100-psig- (690-kPa-) minimum, compressive-strength insulation insert encased in sheet metal shield.
- B. Manufacturers:
 - 1. Carpenter & Paterson, Inc.
 - 2. ERICO/Michigan Hanger Co.
 - 3. PHS Industries, Inc.
 - 4. Pipe Shields, Inc.
 - 5. Rilco Manufacturing Company, Inc.
 - 6. Value Engineered Products, Inc.
- C. Insulation-Insert Material for Cold Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate with vapor barrier.
- D. Insulation-Insert Material for Hot Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate.
- E. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- F. For Clevis Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- G. Insert Length: Extend 2 inches (50 mm) beyond sheet metal shield for piping operating below ambient air temperature.

2.6 FASTENER SYSTEMS

- A. 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.

2.7 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.

- C. 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.

2. Base: 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.

2.8 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.9 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.

PART III - 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 stationary pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
 - 2. 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.
- 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 (DN 20 to DN 500).
- 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 (150 mm) for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) 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.
 - 2. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 3. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 - 4. 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).
 - 5. Side-Beam Brackets (MSS Type 34): For sides of wooden beams.
 - 6. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.



- J. 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.
- K. 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-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
 3. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
 4. 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.
 5. 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.
- L. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- M. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.
- N. 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. 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. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.
- D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- E. Fastener System Installation:



1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Pipe Stand Installation:
1. Pipe Stand: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
- G. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- H. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- I. 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.
- J. Install lateral bracing with pipe hangers and supports to prevent swaying.
- K. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 1-1/2 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.
- L. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- M. 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.
- N. 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.
 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 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.
5. Insert Material: Length at least as long as protective shield.
 6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 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.

3.4 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and 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 D1.1 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.

3.5 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).



3.6 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 painting Sections.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 23 05 29



SECTION 23 05 48

VIBRATION AND SEISMIC CONTROLS FOR HVAC EQUIPMENT

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Restrained elastomeric isolation mounts.
 - 3. Restrained spring isolators.
 - 4. Spring hangers with vertical-limit stops.
 - 5. Pipe riser resilient supports.
 - 6. Resilient pipe guides.
 - 7. Restrained vibration isolation roof-curb rails.
 - 8. Seismic snubbers.
 - 9. Restraining braces and cables.
 - 10. Steel vibration isolation equipment bases.

1.3 DEFINITIONS

- A. IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.4 PERFORMANCE REQUIREMENTS

- A. Wind-Restraint Loading:
 - 1. Basic Wind Speed: 15 mph.
 - 2. Minimum 10 lb/sq. ft. (48.8 kg/sq. m) multiplied by the maximum area of the HVAC component projected on a vertical plane that is normal to the wind direction, and 45 degrees either side of normal.



B. Seismic-Restraint Loading:

1. Site Class as Defined in the IBC.
2. Assigned Seismic Use Group or Building Category as Defined in the IBC.

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 agency acceptable to Commissioner.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.

B. Engineering Services Submittal: 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 professional engineer licensed in the State of New York responsible for their preparation.

1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic and wind forces required to select vibration isolators, seismic and wind 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 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 and Wind-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic and wind 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 agency acceptable to authorities having jurisdiction, 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 engineer licensed in the State of New York and testing agency.
- F. Field quality-control test reports.

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, and that is acceptable to Commissioner.
- 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 to authorities having jurisdiction, 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 engineer licensed in the State of New York.

PART II - PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Ace Mountings Co., Inc.
 - 2. Amber/Booth Company, Inc.
 - 3. California Dynamics Corporation.



4. Isolation Technology, Inc.
 5. Kinetics Noise Control.
 6. Mason Industries.
 7. Vibration Eliminator Co., Inc.
 8. Vibration Isolation.
 9. Vibration Mountings & Controls, Inc.
- B. Pads: Arranged in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
1. Resilient Material: Oil- and water-resistant neoprene.
- C. Restrained Mounts: All-directional mountings with seismic restraint.
1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- D. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 2. Restraint: Seismic or limit stop as required for equipment and authorities having jurisdiction.
 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
- E. Spring Hangers with Vertical-Limit Stop: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression and with a vertical-limit stop.
1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
 2. Outside 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. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.



8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- F. Pipe Riser Resilient Support: All-directional, acoustical pipe anchor consisting of 2 steel tubes separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Include steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions. Design support for a maximum load on the isolation material of 500 psig (3.45 MPa) and for equal resistance in all directions.
- G. Resilient Pipe Guides: Telescopic arrangement of 2 steel tubes or post and sleeve arrangement separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Where clearances are not readily visible, a factory-set guide height with a shear pin to allow vertical motion due to pipe expansion and contraction shall be fitted. Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.

2.2 RESTRAINED VIBRATION ISOLATION ROOF-CURB RAILS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 1. Amber/Booth Company, Inc.
 2. California Dynamics Corporation.
 3. Isolation Technology, Inc.
 4. Kinetics Noise Control.
 5. Mason Industries.
 6. Thybar Corporation.
 7. Vibration Eliminator Co., Inc.
 8. Vibration Isolation.
 9. Vibration Mountings & Controls, Inc.
- B. General Requirements for Restrained Vibration Isolation Roof-Curb Rails: Factory-assembled, fully enclosed, insulated, air- and watertight curb rail designed to resiliently support equipment and to withstand seismic and wind forces.
- C. Lower Support Assembly: Formed sheet-metal section containing adjustable and removable steel springs that support upper frame. Upper frame shall provide continuous support for equipment and shall be captive to resiliently resist seismic and wind forces. Lower support assembly shall have a means for attaching to building structure and a wood nailer for attaching roof materials, and shall be insulated with a minimum of 2 inches (50 mm) of rigid, glass-fiber insulation on inside of assembly.
- D. Spring Isolators: Adjustable, restrained spring isolators shall be mounted on 1/4-inch- (6-mm-) thick, elastomeric vibration isolation pads and shall have access ports, for level adjustment, with removable waterproof covers at all isolator locations. Isolators shall be located so they are accessible for adjustment at any time during the life of the installation without interfering with the integrity of the roof.
 1. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or wind restraint. a.
Housing: Steel with resilient vertical-limit stops and adjustable equipment mounting and leveling bolt.



- b. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 - c. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 - d. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - e. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
- 2. Pads: Arranged in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
 - a. Resilient Material: Oil- and water-resistant standard neoprene.
- E. Snubber Bushings: All-directional, elastomeric snubber bushings at least 1/4 inch (6 mm) thick.
- F. Water Seal: Galvanized sheet metal with EPDM seals at corners, attached to upper support frame, extending down past wood nailer of lower support assembly, and counterflashed over roof materials.

2.3 VIBRATION ISOLATION EQUIPMENT BASES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Isolation Technology, Inc.
 - 4. Kinetics Noise Control.
 - 5. Mason Industries.
 - 6. Vibration Eliminator Co., Inc.
 - 7. Vibration Isolation.
 - 8. Vibration Mountings & Controls, Inc.
- B. Steel Base: Factory-fabricated, welded, structural-steel bases and rails.
 - 1. Design Requirements: Lowest possible mounting height with not less than 1-inch (25-mm) clearance above the floor. Include equipment anchor bolts and auxiliary motor slide bases or rails.
 - a. Include supports for suction and discharge elbows for pumps.
 - 2. Structural Steel: Steel shapes, plates, and bars complying with ASTM A 36/A 36M. Bases shall have shape to accommodate supported equipment.
 - 3. Support Brackets: Factory-welded steel brackets on frame for outrigger isolation mountings and to provide for anchor bolts and equipment support.



2.4 SEISMIC-RESTRAINT DEVICES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
1. Amber/Booth Company, Inc.
 2. California Dynamics Corporation.
 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 4. Hilti, Inc.
 5. Kinetics Noise Control.
 6. Loos & Co.; Cableware Division.
 7. Mason Industries.
 8. TOLCO Incorporated; a brand of NIBCO INC.
 9. Unistrut; Tyco International, Ltd.
- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
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. Snubbers: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
 2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
 3. Maximum 1/4-inch (6-mm) air gap, and minimum 1/4-inch- (6-mm-) thick resilient cushion.
- D. 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.
- E. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- F. 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.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- H. 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.



2.5 FACTORY FINISHES

- A. 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- and wind-control devices to indicate capacity range.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic- and wind-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. 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.
- B. 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 of roof related sections for installation of roof curbs, equipment supports, and roof penetrations.
- B. Vibration isolation used for mechanical equipment shall comply with the requirements of the New York City Building Code, and shall be mounted on vibration isolators. All air handlers located above the lowest floor shall be provided with neoprene pads between the bottom rail and the housekeeping pad.
- C. 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 (3.2 mm).



3. Install seismic-restraint devices using methods approved by an agency acceptable to Commissioner providing required submittals for component.
- D. Piping Restraints:
1. Comply with requirements in MSS SP-127.
 2. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
 3. Brace a change of direction longer than 12 feet (3.7 m).
- E. Install cables so they do not bend across edges of adjacent equipment or building structure.
- F. Install seismic-restraint devices using methods approved by an agency acceptable to Commissioner providing required submittals for component.
- G. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- 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.

3.4 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 acceptable to Commissioner.
 2. Schedule test with 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 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.

3.5 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.

3.6 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 active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 23 05 48



SECTION 23 07 00

HVAC INSULATION

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Insulation Materials:
 - a. Flexible elastomeric.
 - b. Mineral fiber.
 - c. Calcium Silicate.
 2. Fire-rated insulation systems.
 3. Adhesives.
 4. Mastics.
 5. Lagging adhesives.
 6. Sealants.
 7. Factory-applied jackets.
 8. Field-applied cloths.
 9. Field-applied jackets.
 10. Securements.
 11. Corner angles.
- B. Related Sections:
1. Section "Metal Ducts" for duct liners.

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 attachment and covering of heat tracing inside insulation.



3. Detail insulation application at pipe expansion joints for each type of insulation.
 4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 5. Detail removable insulation at piping specialties, equipment connections, and access panels.
 6. Detail application of field-applied jackets.
 7. Detail application at linkages of control devices.
 8. Detail field application for each equipment type.
- C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use.
1. Sample Sizes:
 - a. Preformed Pipe Insulation Materials: 12 inches (300 mm) long by NPS 2 (DN 50).
 - b. Sheet Form Insulation Materials: 12 inches (300 mm) square.
 - c. Jacket Materials for Pipe: 12 inches (300 mm) long by NPS 2 (DN 50).
 - d. Sheet Jacket Materials: 12 inches (300 mm) 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 authorities having jurisdiction 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. 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 authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, 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.
 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

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 Section "Hangers and Supports" in Division 22.
- B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems. 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 II - 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. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
 - 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Aeroflex USA Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.
 - c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.
- G. 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 the following, or approved equal:
 - a. CertainTeed Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- H. High-Temperature, Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type V, without factory-applied jacket.
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. CertainTeed Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- 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 ASJ. For equipment applications, provide insulation with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. CertainTeed Corp.; Commercial Board.
 - b. Fibrex Insulations Inc.; FBX.
 - c. Johns Manville; 800 Series Spin-Glas.
 - d. Knauf Insulation; Insulation Board.
 - e. Manson Insulation Inc.; AK Board.
 - f. Owens Corning; Fiberglas 700 Series.
- J. High-Temperature, Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type III, without factory-applied jacket.
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Fibrex Insulations Inc.; FBX.
 - b. Johns Manville; 1000 Series Spin-Glas.
 - c. Owens Corning; High Temperature Industrial Board Insulations.
 - d. Rock Wool Manufacturing Company; Delta Board.
 - e. Roxul Inc.; Roxul RW.
 - f. Thermafiber; Thermafiber Industrial Felt.
- K. Mineral-Fiber, Preformed Pipe Insulation:
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:



- 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.
2. Type I, 850 deg F (454 deg C) Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
3. Type II, 1200 deg F (649 deg C) Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type II, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- L. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied ASJ complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. (40 kg/cu. m) or more. Thermal conductivity (k-value) at 100 deg F (55 deg C) is 0.29 Btu x in./h x sq. ft. x deg F (0.042 W/m x K) or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. CertainTeed Corp.; CrimpWrap.
 - b. Johns Manville; MicroFlex.
 - c. Knauf Insulation; Pipe and Tank Insulation.
 - d. Manson Insulation Inc.; AK Flex.
 - e. Owens Corning; Fiberglas Pipe and Tank Insulation.

2.2 FIRE-RATED INSULATION SYSTEMS

- A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 2-hour fire rating by a NRTL acceptable to authority having jurisdiction.
 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. CertainTeed Corp.; FlameChek.
 - b. Johns Manville; Firetemp Wrap.
 - c. Nelson Firestop Products; Nelson FSB Flameshield Blanket.
 - d. Thermal Ceramics; FireMaster Duct Wrap.
 - e. 3M; Fire Barrier Wrap Products.
 - f. Unifrax Corporation; FyreWrap.
 - g. Vesuvius; PYROSCAT FP FASTR Duct Wrap.



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. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 - 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Aeroflex USA Inc.; Aeroseal.
 - b. Armacell LCC; 520 Adhesive.
 - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
 - d. RBX Corporation; Rubatex Contact Adhesive.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - 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.
- 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 the following, or approved equal:
 - 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.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.
 - 1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - 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. Red Devil, Inc.; Celulon Ultra Clear.

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 the following, or approved equal:

- 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.

2. Water-Vapor Permeance: ASTM E 96, 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, 59 percent by volume and 71 percent by weight.

5. Color: White.

C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Products: Subject to compliance with requirements, provide the following, or approved equal:

- a. Childers Products, Division of ITW; CP-10.
- b. Foster Products Corporation, H. B. Fuller Company; 35-00.
- c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
- d. Marathon Industries, Inc.; 550.
- e. Mon-Eco Industries, Inc.; 55-50.
- f. Vimasco Corporation; WC-1/WC-5.

2. Water-Vapor Permeance: ASTM F 1249, 3 perms (2 metric perms) at 0.0625-inch (1.6-mm) dry film thickness.

3. Service Temperature Range: Minus 20 to plus 200 deg F (Minus 29 to plus 93 deg C).

4. Solids Content: 63 percent by volume and 73 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. Products: Subject to compliance with requirements, provide the following, or approved equal:

- 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.



2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct, equipment, and pipe insulation.
3. Service Temperature Range: Minus 50 to plus 180 deg F (Minus 46 to plus 82 deg C).
4. Color: White.

2.6 SEALANTS

A. Joint Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Permanently flexible, elastomeric sealant.
3. Service Temperature Range: Minus 100 to plus 300 deg F (Minus 73 to plus 149 deg C).
4. Color: White or gray.

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Childers Products, Division of ITW; CP-76-8.
 - b. Foster Products Corporation, H. B. Fuller Company; 95-44.
 - c. Marathon Industries, Inc.; 405.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Vimasco Corporation; 750.
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.

C. ASJ Flashing Sealants, PVDC, and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide the following:
 - a. Childers Products, Division of ITW; CP-76. Marathon Industries, Inc.; 405.
 - b. Mon-Eco Industries, Inc.; 44-05.
 - c. Vimasco Corporation; 750.
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.

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. 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.
5. PVDC Jacket for Indoor Applications: 4-mil- (0.10-mm-) thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms (0.013 metric perms) when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
6. PVDC Jacket for Outdoor Applications: 6-mil- (0.15-mm-) thick, white PVDC biaxially oriented barrier film with a permeance at 0.01 perms (0.007 metric perms) when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 25 when tested according to ASTM E 84.
7. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.

2.8 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, provide the following, or approved equal:
 - a. Johns Manville; Zeston.
 - b. P.I.C. Plastics, Inc.; FG Series.
 - c. Proto PVC Corporation; LoSmoke.
 - d. Speedline Corporation; SmokeSafe.
 2. Adhesive: As recommended by jacket material manufacturer.
 3. Color: White.
 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
 5. Factory-fabricated tank heads and tank side panels.
- D. Metal Jacket:



1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Childers Products, Division of ITW; Metal Jacketing Systems.
 - b. PABCO Metals Corporation; Surefit.
 - c. RPR Products, Inc.; Insul-Mate.
2. Stainless-Steel Jacket: ASTM A 167 or ASTM A 240/A 240M.
 - a. Factory cut and rolled to size.
 - b. Material, finish, and thickness are indicated in field-applied jacket schedules.
 - c. Moisture Barrier for Indoor Applications: 2.5-mil- (0.063-mm-) thick Polysurlyn.
 - d. Moisture Barrier for Outdoor Applications: 2.5-mil- (0.063-mm-) thick Polysurlyn.
 - e. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.
 - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.
- E. PVDC Jacket for Indoor Applications: 4-mil- (0.10-mm-) thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms (0.013 metric perms) when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
- F. PVDC Jacket for Outdoor Applications: 6-mil- (0.15-mm-) thick, white PVDC biaxially oriented barrier film with a permeance at 0.01 perms (0.007 metric perms) when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 25 when tested according to ASTM E 84.

2.9 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) wide with 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 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, provide the following, or approved equal:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; CD.
 - 3) Midwest Fasteners, Inc.; CD..
 - 4) Nelson Stud Welding; TPA, TPC, and TPS.
2. 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.
 - a. Products: Subject to compliance with requirements, provide the following, or approved equal:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Wire: 0.080-inch (2.0-mm) nickel-copper alloy.

1. Manufacturers: Subject to compliance with requirements, provide the following, or approved equal:
 - a. C & F Wire.
 - b. Childers Products.
 - c. PABCO Metals Corporation.
 - d. RPR Products, Inc.

2.10 CORNER ANGLES

- A. 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.

PART III - 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 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 (0.127 mm) thick and an epoxy finish 5 mils (0.127 mm) thick if operating in a temperature range between 140 and 300 deg F (60 and 149 deg C). 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 (0 and 149 deg C) with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix cements with clean potable water; if 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, ducts and fittings, 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, duct system, 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. 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- (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). 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 4 inches (100 mm) o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams 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 duct and 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 (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.
 - 6. Cleanouts.



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:** Install insulation continuously through penetrations of fire-rated walls and partitions. 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).
- E. **Insulation Installation at Floor Penetrations:**
1. Duct: Install insulation continuously through floor penetrations that are not fire rated. 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. Pipe: Install insulation continuously through floor penetrations.
 3. Seal penetrations through fire-rated assemblies.

3.5 EQUIPMENT, TANK, AND VESSEL INSULATION INSTALLATION

- A. **Mineral Fiber, Pipe and Tank Insulation Installation for Tanks and Vessels:** Secure insulation with adhesive and anchor pins and speed washers.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of tank and vessel surfaces.



2. Groove and score insulation materials to fit as closely as possible to equipment, including contours. Bevel insulation edges for cylindrical surfaces for tight joints. Stagger end joints.
3. Protect exposed corners with secured corner angles.
4. Install adhesively attached or self-sticking insulation hangers and speed washers on sides of tanks and vessels as follows:
 - a. Do not weld anchor pins to ASME-labeled pressure vessels.
 - b. Select insulation hangers and adhesive that are compatible with service temperature and with substrate.
 - c. On tanks and vessels, maximum anchor-pin spacing is 3 inches (75 mm) from insulation end joints, and 16 inches (400 mm) o.c. in both directions.
 - d. Do not overcompress insulation during installation.
 - e. Cut and miter insulation segments to fit curved sides and domed heads of tanks and vessels.
 - f. Impale insulation over anchor pins and attach speed washers.
 - g. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers matching insulation facing.
5. Secure each layer of insulation with stainless-steel or aluminum bands. Select band material compatible with insulation materials.
6. Where insulation hangers on equipment and vessels are not permitted or practical and where insulation support rings are not provided, install a girdle network for securing insulation. Stretch prestressed aircraft cable around the diameter of vessel and make taut with clamps, turnbuckles, or breather springs. Place one circumferential girdle around equipment approximately 6 inches (150 mm) from each end. Install wire or cable between two circumferential girdles 12 inches (300 mm) o.c. Install a wire ring around each end and around outer periphery of center openings, and stretch prestressed aircraft cable radially from the wire ring to nearest circumferential girdle. Install additional circumferential girdles along the body of equipment or tank at a minimum spacing of 48 inches (1200 mm) o.c. Use this network for securing insulation with tie wire or bands.
7. Stagger joints between insulation layers at least 3 inches (75 mm).
8. Install insulation in removable segments on equipment access doors, manholes, handholes, and other elements that require frequent removal for service and inspection.
9. Bevel and seal insulation ends around manholes, handholes, ASME stamps, and nameplates.
10. For equipment with surface temperatures below ambient, apply mastic to open ends, joints, seams, breaks, and punctures in insulation.

B. Insulation Installation on Pumps:

1. Fabricate metal boxes lined with insulation. Fit boxes around pumps and coincide box joints with splits in pump casings. Fabricate joints with outward bolted flanges. Bolt flanges on 6-inch (150-mm) centers, starting at corners. Install 3/8-inch- (10-mm-) diameter fasteners with wing nuts. Alternatively, secure the box sections together using a latching mechanism.
2. Fabricate boxes from aluminum, at least 0.060 inch (1.6 mm) thick.
3. For below ambient services, install a vapor barrier at seams, joints, and penetrations. Seal between flanges with replaceable gasket material to form a vapor barrier.



3.6 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, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, 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 cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
 - 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 - 7. 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. Trowel the mastic to a smooth and well-shaped contour.
 - 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps.
 - 9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
 - 1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.



2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches (50 mm) over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with cement. Finish cover assembly with cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.7 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- 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.
- B. Insulation Installation on Pipe Flanges:
 1. Install pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
 1. Install mitered sections of pipe insulation.
 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 3. Install insulation to flanges as specified for flange insulation application.
 4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.



3.8 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 (150 mm) 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 Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch (25 mm), and seal joints with flashing sealant.

C. 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.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

E. 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 100 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.
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 1 edge and 1 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 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 2 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.
- F. 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 100 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.
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 1 edge and 1 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 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 2 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.

3.9 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.
- E. Where PVDC jackets are indicated, install as follows:
 1. Apply three separate wraps per insulation section to secure pipe insulation to pipe prior to installation of PVDC jacket.
 2. Wrap factory-presized jackets around individual pipe insulation sections with one end overlapping the previously installed sheet. Install presized jacket with an approximate overlap at butt joint of 2 inches (50 mm) over the previous section. Adhere lap seal using adhesive or SSL, and then apply 1-1/4 circumferences around overlapped butt joint.
 3. Continuous jacket can be spiral wrapped around a length of pipe insulation. Apply adhesive at overlapped spiral edge. When electing to use adhesives, refer to manufacturer's written instructions for application of adhesives along this spiral edge to maintain a permanent bond.
 4. Jacket can be wrapped in cigarette fashion along length of roll for insulation systems with an outer circumference of 33-1/2 inches (850 mm) or less. The 33-1/2-inch- (850-mm-) circumference limit allows for 2-inch- (50-mm-) overlap seal. Using the length of roll allows for longer sections of jacket to be installed at one time. Use adhesive on the lap seal. Visually inspect lap seal for "fishmouthing," and seal to secure joint.
 5. Repair holes or tears in PVDC jacket.

3.10 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.

3.11 FINISHES

- A. Duct, Equipment, and Pipe Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in 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. 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.

3.12 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.
 2. Inspect field-insulated equipment, randomly selected by Commissioner, by removing field-applied jacket and insulation in layers in reverse order of their installation. Inspect pipe, fittings, strainers, and valves, randomly selected by Commissioner, by removing field-applied jacket and insulation in layers in reverse order of their installation.
- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.13 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 nonconditioned space.
 4. Indoor, exposed return located in nonconditioned space.
 5. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
 6. Indoor, exposed, Type I, commercial, kitchen hood exhaust.
 7. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
 8. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
 9. Outdoor, concealed supply and return.
 10. 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.

3.14 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, rectangular, supply-air duct insulation shall be Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- B. Concealed, rectangular, outdoor-air duct insulation shall be: Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- C. Concealed, rectangular, exhaust-air duct insulation between isolation damper and penetration of building exterior shall be Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- D. Concealed, Type I, Kitchen Hood Exhaust Duct and Plenum Insulation: 2" calcium silicate insulation with 1" air space separating 10 gauge duct insulation inner surface.
- E. Concealed, supply-air plenum insulation shall be Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- F. Concealed, outdoor-air plenum insulation shall be Mineral-Fiber Blanket: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- G. Exposed, rectangular, supply-air duct insulation shall be Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- H. Exposed, rectangular, outdoor-air duct insulation shall be: Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- I. Exposed, supply-air plenum insulation shall be: Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- J. Exposed, outdoor-air plenum insulation shall be: Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
- K. The ducts within curb spaces shall be insulated prior to setting the unit curb in place. Where so, the ducts shall have 1" thick internal acoustical insulation.



3.15 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Insulation materials and thicknesses are identified below.
- B. Exposed, rectangular, supply-air duct insulation shall be: Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.
- C. Exposed, rectangular, return-air duct insulation shall be: Mineral-Fiber Board: 1-1/2 inches (38 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.
- D. Provide outdoor field applied jackets on all ducts. Refer to appropriate sections for outdoor field jacket requirements.

3.16 EQUIPMENT INSULATION SCHEDULE

- A. Insulation materials and thicknesses are identified below. If more than one material is listed for a type of equipment, selection from materials listed is Contractor's option.
- B. Insulate indoor and outdoor equipment in paragraphs below that is not factory insulated.
- C. Heating-hot-water pump insulation shall be the following:
 - 1. Mineral-Fiber Board: 2 inches (50 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.
- D. Heating-hot-water expansion/compression tank insulation shall be the following:
 - 1. Mineral-Fiber Pipe and Tank: 2 inches (50 mm) thick.
- E. Heating-hot-water air-separator insulation shall be the following:
 - 1. Mineral-Fiber Pipe and Tank: 2 inches (50 mm) thick.

3.17 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range.

3.18 INDOOR PIPING INSULATION SCHEDULE

- A. Heating-Hot-Water Supply and Return, 200 Deg F (93 Deg C) and below:
 - 1. NPS 1 (DN 25) and Smaller: Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe, Type I: 1 inch (25 mm) thick.
 - 2. NPS 1-1/4 (DN 32) to NPS 3 (DN 75): Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe, Type I: 1-1/2 inches (38 mm) thick.
 - 3. NPS 4 (DN 100) and Larger: Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe, Type I: 2 inches (50 mm) thick.



B. Condensate Drain Piping below 60 def F:

1. All Pipe Sizes: Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch (25 mm) thick.

3.19 INDOOR, 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. Ducts and Plenums, Exposed:
 1. Painted Aluminum, Smooth: 0.032 inch (0.81 mm) thick.
- C. Equipment, Exposed:
 1. Painted Aluminum, Smooth: 0.032 inch (0.81 mm) thick.
- D. Piping, Exposed:
 1. Painted Aluminum, Smooth: 0.032 inch (0.81 mm) thick.

3.20 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. Ducts and Plenums, Exposed:
 1. Aluminum, Corrugated: 0.032 inch (0.81 mm) thick.
- C. Piping, Exposed:
 1. Stainless Steel, Smooth with Locking Seam.

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SECTION 23 08 50

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 TAB to produce design objectives for the following:
 - 1. Air Systems:
 - 2. Hydronic Piping Systems
 - 3. HVAC equipment quantitative-performance settings.
 - 4. Vibration measuring.
 - 5. Sound level measuring.
 - 6. Verifying that automatic control devices are functioning properly.
 - 7. Reporting results of activities and procedures specified in this Section.

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. Report Forms: Test data sheets for recording test data in logical order.



- H. 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.
- I. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.
- J. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- K. 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.
- L. TAB: Testing, adjusting, and balancing.
- M. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.
- N. 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 6 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 30 days from Contractor's Notice to Proceed, submit 6 copies of the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 30 days from Contractor's Notice to Proceed, submit 6 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.
- D. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.
- E. Sample Report Forms: Submit two sets of sample TAB report forms.
- F. Warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. TAB Firm Qualifications: Engage a TAB firm certified by either AABC or NEBB.
- B. TAB Conference: Meet with City of New York's and Commissioner's representatives 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.



PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents and Project Record Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
 - 1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
 - 2. 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, adjusting, and commissioning specified in individual Sections have been performed.
- F. 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.
- G. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- H. 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.
- I. Examine variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.



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 AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems." NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems." SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing."
- E. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."
- F. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

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 City of New York 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.



- J. Examine plenum ceilings used for supply air to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- K. Examine strainers for clean screens and proper perforations.
- L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine equipment for installation and for properly operating safety interlocks and controls.
- P. 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.
 - 4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.
 - 5. Thermostats 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.
- Q. 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.

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.



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", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems", SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and this Section.
- 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. 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.
 - 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. 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 specified tolerances 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-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.
 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.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 1. Open all manual valves for maximum flow.
 2. Check expansion tank liquid level.
 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
 4. Check flow-control valves for specified sequence of operation and set at indicated flow.
 5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
 6. Set system controls so automatic valves are wide open to heat exchangers.



7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.8 PROCEDURES FOR HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures, except for positive-displacement pumps:
 1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
 4. Report flow rates that are not within plus or minus 5 percent of design.
- B. Set calibrated balancing valves, if installed, at calculated presettings.
- C. Measure flow at all stations and adjust, where necessary, to obtain first balance. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- D. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- E. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
 1. Determine the balancing station with the highest percentage over indicated flow.
 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 3. Record settings and mark balancing devices.
- F. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- G. Measure the differential-pressure control valve settings existing at the conclusions of balancing.

3.9 PROCEDURES FOR MOTORS

- A. Motors: 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.

3.10 PROCEDURES FOR HEAT-TRANSFER COILS

A. Water Coils: Measure the following data for each coil:

1. Entering- and leaving-water temperature.
2. Water flow rate.
3. Water pressure drop.
4. Dry-bulb temperature of entering and leaving air.
5. Wet-bulb temperature of entering and leaving air for cooling coils.
6. Airflow.
7. Air pressure drop.

B. Electric-Heating Coils: Measure the following data for each coil:

1. Nameplate data.
2. Airflow.
3. Entering- and leaving-air temperature at full load.
4. Voltage and amperage input of each phase at full load and at each incremental stage.
5. Calculated kilowatt at full load.
6. Fuse or circuit-breaker rating for overload protection.

3.11 PROCEDURES FOR TEMPERATURE MEASUREMENTS

- A.** During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.
- B.** Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.
- C.** Measure outside-air, wet- and dry-bulb temperatures.

3.12 PROCEDURES FOR VIBRATION MEASUREMENTS

A. Use a vibration meter meeting the following criteria:

1. Solid-state circuitry with a piezoelectric accelerometer.
2. Velocity range of 0.1 to 10 inches per second (2.5 to 254 mm/s).
3. Displacement range of 1 to 100 mils (0.0254 to 2.54 mm).



4. Frequency range of at least 0 to 1000 Hz.
 5. Capable of filtering unwanted frequencies.
- B. Calibrate the vibration meter before each day of testing.
1. Use a calibrator provided with the vibration meter.
 2. Follow vibration meter and calibrator manufacturer's calibration procedures.
- C. Perform vibration measurements when other building and outdoor vibration sources are at a minimum level and will not influence measurements of equipment being tested.
1. Turn off equipment in the building that might interfere with testing.
 2. Clear the space of people.
- D. Perform vibration measurements after air and water balancing and equipment testing is complete.
- E. Clean equipment surfaces in contact with the vibration transducer.
- F. Position the vibration transducer according to manufacturer's written instructions and to avoid interference with the operation of the equipment being tested.
- G. Measure and record vibration on rotating equipment over 2 hp.
- H. Measure and record equipment vibration, bearing vibration, equipment base vibration, and building structure vibration. Record velocity and displacement readings in the horizontal, vertical, and axial planes.
1. Pumps:
 - a. Pump Bearing: Drive end and opposite end.
 - b. Motor Bearing: Drive end and opposite end.
 - c. Pump Base: Top and side.
 - d. Building: Floor.
 - e. Piping: To and from the pump after flexible connections.
 2. Fans and HVAC Equipment with Fans:
 - a. Fan Bearing: Drive end and opposite end.
 - b. Motor Bearing: Drive end and opposite end.
 - c. Equipment Casing: Top and side.
 - d. Equipment Base: Top and side.
 - e. Building: Floor.
 - f. Ductwork: To and from equipment after flexible connections.
 - g. Piping: To and from equipment after flexible connections.
 3. HVAC Equipment with Compressors:
 - a. Compressor Bearing: Drive end and opposite end.
 - b. Motor Bearing: Drive end and opposite end.
 - c. Equipment Casing: Top and side.



- d. Equipment Base: Top and side.
 - e. Building: Floor.
 - f. Piping: To and from equipment after flexible connections.
- I. For equipment with vibration isolation, take floor measurements with the vibration isolation blocked solid to the floor and with the vibration isolation floating. Calculate and report the differences.
 - J. Inspect, measure, and record vibration isolation.
 - 1. Verify that vibration isolation is installed in the required locations.
 - 2. Verify that installation is level and plumb.
 - 3. Verify that isolators are properly anchored.
 - 4. For spring isolators, measure the compressed spring height, the spring OD, and the travel-to-solid distance.
 - 5. Measure the operating clearance between each inertia base and the floor or concrete base below. Verify that there is unobstructed clearance between the bottom of the inertia base and the floor.

3.13 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. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.
- J. Note operation of electric actuators using spring return for proper fail-safe operations.

3.14 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.



3.15 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.

3.16 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.
 - 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. Pump curves.
 - 2. Fan curves.
 - 3. Manufacturers' test data.
 - 4. Field test reports prepared by system and equipment installers.
 - 5. 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.
 - 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 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. Cooling coil static-pressure differential in inches wg (Pa).
- g. Outside airflow in cfm (L/s).
- h. Return airflow in cfm (L/s).
- i. Outside-air damper position.
- j. Return-air 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. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
- e. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).
- f. Water flow rate in gpm (L/s).
- g. Water pressure differential in feet of head or psig (kPa).
- h. Entering-water temperature in deg F (deg C).
- i. Leaving-water temperature in deg F (deg C).

H. Gas-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. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data:

- a. System identification.
- b. Location.
- c. Coil identification.
- d. Capacity in Btuh (kW).
- e. Number of stages.
- f. Connected volts, phase, and hertz.
- g. Rated amperage.
- h. Airflow rate in cfm (L/s).
- i. Face area in sq. ft. (sq. m).
- j. Minimum face velocity in fpm (m/s).

2. Test Data (Indicated and Actual Values):

- a. Heat output in Btuh (kW).
- b. Airflow rate in cfm (L/s).



- c. Air velocity in fpm (m/s).
- d. Entering-air temperature in deg F (deg C).
- e. Leaving-air temperature in deg F (deg C).
- f. Voltage at each connection.
- g. Amperage for each phase.

J. 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).

K. 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).

L. 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).

M. 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).



N. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:

1. Unit Data:

- a. Unit identification.
- b. Location.
- c. Service.
- d. Make and size.
- e. Model and serial numbers.
- f. Water flow rate in gpm (L/s).
- g. Water pressure differential in feet of head or psig (kPa).
- h. Required net positive suction head in feet of head or psig (kPa).
- i. Pump rpm.
- j. Impeller diameter in inches (mm).
- k. Motor make and frame size.
- l. Motor horsepower and rpm.
- m. Voltage at each connection.
- n. Amperage for each phase.
- o. Full-load amperage and service factor.
- p. Seal type.

2. Test Data (Indicated and Actual Values):

- a. Static head in feet of head or psig (kPa).
- b. Pump shutoff pressure in feet of head or psig (kPa).
- c. Actual impeller size in inches (mm).
- d. Full-open flow rate in gpm (L/s).
- e. Full-open pressure in feet of head or psig (kPa).
- f. Final discharge pressure in feet of head or psig (kPa).
- g. Final suction pressure in feet of head or psig (kPa).
- h. Final total pressure in feet of head or psig (kPa).
- i. Final water flow rate in gpm (L/s).
- j. Voltage at each connection.
- k. Amperage for each phase.

O. Boiler Test Reports:

1. Unit Data:

- a. Unit identification.
- b. Location.
- c. Service.
- d. Make and type.
- e. Model and serial numbers.
- f. Fuel type and input in Btuh (kW).
- g. Number of passes.
- h. Ignition type.



- i. Burner-control types.
 - j. Voltage at each connection.
 - k. Amperage for each phase.
- 2. Test Data (Indicated and Actual Values):
 - a. Operating pressure in psig (kPa).
 - b. Operating temperature in deg F (deg C).
 - c. Entering-water temperature in deg F (deg C).
 - d. Leaving-water temperature in deg F (deg C).
 - e. Number of safety valves and sizes in NPS (DN).
 - f. Safety valve settings in psig (kPa).
 - g. High-limit setting in psig (kPa).
 - h. Operating-control setting.
 - i. High-fire set point.
 - j. Low-fire set point.
 - k. Voltage at each connection.
 - l. Amperage for each phase.
 - m. Draft fan voltage at each connection.
 - n. Draft fan amperage for each phase.
 - o. Manifold pressure in psig (kPa).
- P. 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.
- Q. Instrument Calibration Reports:
 - 1. Report Data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.

3.17 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 the Commissioner.
 2. TAB firm test and balance shall conduct the inspection in the presence of City of New York.
 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.
 7. Request a second final inspection. If the second final inspection also fails, City of New York shall contract the services of another TAB firm to complete the testing and balancing in accordance with the Contract Documents and deduct the cost of the services from the final payment.

3.18 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.

END OF SECTION 23 08 50



**Department of
Design and
Construction**

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SECTION 23 09 00

HVAC INSTRUMENTATION AND CONTROLS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 control equipment for HVAC systems and components, including control components for terminal heating and cooling units not supplied with factory-wired controls.
- B. Related Sections include the following:
 - 1. Section "Meters and Gages" for measuring equipment that relates to this Section.

1.3 DEFINITIONS

- A. I/O: Input/output.
- B. RTD: Resistance temperature detector.

1.4 SYSTEM PERFORMANCE

- A. Comply with the following performance requirements:
 - 1. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
 - 2. Alarm Response Time: Annunciate alarm within 45 seconds.
 - 3. Performance: Programmable controllers shall execute control loops, and scan and update process values and outputs at least once per second.
 - 4. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
 - a. Water Temperature: Plus or minus 1 deg F (0.5 deg C).
 - b. Water Flow: Plus or minus 5 percent of full scale.
 - c. Water Pressure: Plus or minus 2 percent of full scale.
 - d. Space Temperature: Plus or minus 1 deg F (0.5 deg C).
 - e. Ducted Air Temperature: Plus or minus 1 deg F (0.5 deg C).
 - f. Outside Air Temperature: Plus or minus 2 deg F (1.0 deg C).



- g. Temperature Differential: Plus or minus 0.25 deg F (0.15 deg C).
- h. Airflow (Terminal): Plus or minus 10 percent of full scale.
- i. Air Pressure (Space): Plus or minus 0.01-inch wg (2.5 Pa).
- j. Air Pressure (Ducts): Plus or minus 0.1-inch wg (25 Pa).

1.5 SUBMITTALS

- A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
 - 1. System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for all equipment.
 - 2. Control System Software: Include technical data for operating system software and other applications.
 - 3. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.
- 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. Bill of materials of equipment indicating quantity, manufacturer, and model number.
 - 2. Schematic flow diagrams showing fans, pumps, coils, dampers, valves, and control devices.
 - 3. Wiring Diagrams: Power, signal, and control wiring.
 - 4. Details of control panel faces, including controls, instruments, and labeling.
 - 5. Written description of sequence of operation.
 - 6. Schedule of dampers including size, leakage, and flow characteristics.
 - 7. Schedule of valves including flow characteristics.
 - 8. System Hardware: Schematic diagrams and floor plans for field sensors and control hardware.
 - 9. Control System Software.
 - 10. Controlled Systems:
 - a. Schematic diagrams of each controlled system with control points labeled and control elements shown, with wiring.
 - b. Scaled drawings showing mounting, routing, and wiring of elements including bases and special construction.
 - c. Written description of sequence of operation including schematic diagram.
 - d. Points list.
- C. Data Communications Protocol Certificates: Certify that compliance with ASHRAE 135.
- D. Samples for Initial Selection: For each color required, of each type of thermostat or sensor cover with factory-applied color finishes.
- E. Samples for Verification: For each color required, of each type of thermostat or sensor cover.



- F. Software Operational Documentation: Include the following: Manuals, Device address list, Software licenses.
- G. Qualification Data: For Installer and manufacturer.
- H. Field quality-control test reports.
- I. Operation and Maintenance Data: For HVAC instrumentation and control system to include in emergency, operation, and maintenance manuals. In addition to items specified in General Conditions Sections.
 - 1. Maintenance instructions and lists of spare parts for each type of control device.
 - 2. Interconnection wiring diagrams.
 - 3. Inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
 - 4. Calibration records and list of set points.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Properly trained by automatic control system manufacturer for installation of system components required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to equipment manufacturer.
- B. System Software: Update to latest version of software at Project completion.

1.8 COORDINATION

- A. Coordinate location of thermostats and other exposed control sensors with plans and room details before installation.

1.9 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. Replacement Materials: One replacement diaphragm or relay mechanism for each unique valve motor, controller, thermostat and positioning relay.
 - 2. Maintenance Materials: One thermostat adjusting key(s).



1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace controls and components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified or approved equal.

2.2 CONTROL SYSTEM

- A. Manufacturers:
 - 1. Honeywell International Inc. Webstat System
 - 2. Johnson Controls, Systems and Services
 - 3. Siemens Building Technologies
- B. Control system shall consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, and accessories to control mechanical systems.

2.3 CONTROL EQUIPMENT

- A. Diagnostic Terminal Unit: Portable notebook-style terminal capable of accessing system data.
- B. Control Units: Modular, comprising processor board with programmable, nonvolatile, random-access memory; local operator access and display panel; integral interface equipment; and backup power source.
 - 1. Units monitor or control each I/O point; process information; execute commands from other control units and devices.
 - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
 - a. Global communications.
 - b. Discrete/digital, analog, and pulse I/O.
 - c. Monitoring, controlling, or addressing data points.
 - d. Software applications, scheduling, and alarm processing.
 - e. Testing and developing control algorithms without disrupting field hardware and controlled environment.



3. Standard Application Programs:
 - a. Electric Control Programs: automatic time scheduling, start/stop time optimization, night setback/setup, on-off control with differential sequencing, and antishort cycling.
 - b. HVAC Control Programs: Optimal run time, supply-air reset, and enthalpy switchover.
 - c. Programming Application Features: Include trend point; alarm processing and messaging; scheduling; run-time totalization; and security access.
 - d. Maintenance management.
 4. ASHRAE 135 Compliance.
- C. Local Control Units: Modular, comprising processor board with electronically programmable, nonvolatile, read-only memory; and backup power source.
1. Units monitor or control each I/O point and process information.
 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
 - a. Global communications.
 - b. Discrete/digital, analog, and pulse I/O.
 - c. Monitoring, controlling, or addressing data points.
 3. Local operator interface.
 4. ASHRAE 135 Compliance.
- D. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
1. Binary Inputs: Allow monitoring of on-off signals without external power.
 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.
 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation with three-position (on-off-auto) override switches and status lights.
 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA) with status lights, two-position (auto-manual) switch, and manually adjustable potentiometer.
 6. Tri-State Outputs: Provide two coordinated binary outputs for control of three-point, floating-type electronic actuators.
 7. Universal I/Os: Provide software selectable binary or analog outputs.
- E. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
1. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.



2.4 UNITARY CONTROLLERS

- A. Unitized, capable of stand-alone operation with sufficient memory to support its operating system, database, and programming requirements, and with sufficient I/O capacity for the application.
 - 1. Configuration: Local keypad and display; diagnostic LEDs for power, communication, and processor; wiring termination to terminal strip or card connected with ribbon cable; memory with bios; and 72 hour battery backup.
 - 2. Operating System: Manage I/O communication to allow distributed controllers to share real and virtual object information and allow central monitoring and alarms. Perform scheduling with real-time clock. Perform automatic system diagnostics; monitor system and report failures.
 - 3. ASHRAE 135 Compliance.
 - 4. Enclosure: Dust and water proof rated for operation at 40 to 150 deg F (5 to 65 deg C).

2.5 ALARM PANELS

- A. Unitized cabinet with suitable brackets for wall or floor mounting. Fabricate of 0.06-inch- (1.5-mm-) thick, furniture-quality steel or extruded-aluminum alloy, totally enclosed, with hinged doors and keyed lock and with manufacturer's standard shop-painted finish. Provide common keying for all panels.
- B. Indicating light for each alarm point, single horn, acknowledge switch, and test switch, mounted on hinged cover.
 - 1. Alarm Condition: Indicating light flashes and horn sounds.
 - 2. Acknowledge Switch: Horn is silent and indicating light is steady.
 - 3. Alarm Condition Cleared: System is reset and indicating light is extinguished.

2.6 ANALOG CONTROLLERS

- A. Step Controllers: 6- or 10-stage type, with heavy-duty switching rated to handle loads and operated by electric motor.
- B. Electric, Outdoor-Reset Controllers: Remote-bulb or bimetal rod-and-tube type, proportioning action with adjustable throttling range, adjustable set point, scale range minus 10 to plus 70 deg F (minus 23 to plus 21 deg C), and single- or double-pole contacts.
- C. Electronic Controllers: Wheatstone-bridge-amplifier type, in steel enclosure with provision for remote-resistance readjustment. Identify adjustments on controllers, including proportional band and authority.
- D. Receiver Controllers: Single- or multiple-input models with control-point adjustment, direct or reverse acting with mechanical set-point adjustment with locking device, proportional band adjustment, authority adjustment, and proportional control mode.

2.7 TIME CLOCKS

- A. Manufacturers:



1. SSAC Inc.; ABB USA.
2. TCS/Basys Controls.
3. Time Mark Corporation.

- B. Solid-state, programmable time control with 8 separate programs each with up to 100 on-off operations; 1-second resolution; lithium battery backup; keyboard interface and manual override; individual on-off-auto switches for each program; 365-day calendar with 20 programmable holidays; choice of fail-safe operation for each program; system fault alarm; and communications package.

2.8 ELECTRONIC SENSORS

- A. Description: Vibration and corrosion resistant; for wall, immersion, or duct mounting as required.

- B. Thermistor Temperature Sensors and Transmitters:

1. Manufacturers:
 - a. BEC Controls Corporation.
 - b. MAMAC Systems, Inc.
 - c. RDF Corporation.
2. Accuracy: Plus or minus 0.5 deg F (0.3 deg C) at calibration point.
3. Wire: Twisted, shielded-pair cable.
4. Insertion Elements in Ducts: Single point, 18 inches (460 mm) long; use where not affected by temperature stratification or where ducts are smaller than 9 sq. ft. (0.84 sq. m).
5. Averaging Elements in Ducts: 18 inches (460 mm) long, rigid; use where prone to temperature stratification or where ducts are larger than 10 sq. ft. (1 sq. m).
6. Insertion Elements for Liquids: Brass or stainless-steel socket with minimum insertion length of 2-1/2 inches (64 mm).
7. Room Sensor Cover Construction: Manufacturer's standard locking covers.
 - a. Set-Point Adjustment: Concealed.
 - b. Set-Point Indication: Concealed.
 - c. Thermometer: Concealed.
 - d. Orientation: Horizontal.
8. Outside-Air Sensors: Watertight inlet fitting, shielded from direct sunlight.
9. Room Security: Stainless-steel cover plate with insulated back and security screws.

- C. RTDs and Transmitters:

1. Manufacturers:
 - a. BEC Controls Corporation.
 - b. MAMAC Systems, Inc.
 - c. RDF Corporation.
2. Accuracy: Plus or minus 0.2 percent at calibration point.
3. Wire: Twisted, shielded-pair cable.



4. Insertion Elements in Ducts: Single point, 18 inches (460 mm) long; use where not affected by temperature stratification or where ducts are smaller than 9 sq. ft. (0.84 sq. m).
5. Averaging Elements in Ducts: 24 inches (610 mm) long, rigid; use where prone to temperature stratification or where ducts are larger than 9 sq. ft. (0.84 sq. m); length as required.
6. Insertion Elements for Liquids: Brass socket with minimum insertion length of 2-1/2 inches (64 mm).
7. Room Sensor Cover Construction: Manufacturer's standard locking covers.
 - a. Set-Point Adjustment: Concealed.
 - b. Set-Point Indication: Concealed.
 - c. Thermometer: Concealed.
 - d. Orientation: Horizontal.
8. Outside-Air Sensors: Watertight inlet fitting, shielded from direct sunlight.
9. Room Security: Stainless-steel cover plate with insulated back and security screws.

D. Pressure Transmitters/Transducers:

1. Manufacturers:
 - a. BEC Controls Corporation.
 - b. MAMAC Systems, Inc.
 - c. TCS/Basys Controls.
 - d. Vaisala.
2. Static-Pressure Transmitter: Nondirectional sensor with suitable range for expected input, and temperature compensated.
 - a. Accuracy: 2 percent of full scale with repeatability of 0.5 percent.
 - b. Output: 4 to 20 mA.
 - c. Building Static-Pressure Range: 0- to 0.25-inch wg (0 to 62 Pa).
 - d. Duct Static-Pressure Range: 0- to 5-inch wg (0 to 1240 Pa).
3. Water Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig (1034-kPa) operating pressure; linear output 4 to 20 mA.
4. Water Differential-Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig (1034-kPa) operating pressure and tested to 300-psig (2070-kPa); linear output 4 to 20 mA.
5. Differential-Pressure Switch (Air or Water): Snap acting, with pilot-duty rating and with suitable scale range and differential.
6. Pressure Transmitters: Direct acting for gas or liquid service; range suitable for system; linear output 4 to 20 mA.

2.9 STATUS SENSORS

- A. Status Inputs for Fans: Differential-pressure switch with pilot-duty rating and with adjustable range of 0- to 5-inch wg (0 to 1240 Pa).



- B. Status Inputs for Pumps: Differential-pressure switch with pilot-duty rating and with adjustable pressure-differential range of 8 to 60 psig (55 to 414 kPa), piped across pump.
- C. Status Inputs for Electric Motors: Comply with ISA 50.00.01, current-sensing fixed- or split-core transformers with self-powered transmitter, adjustable and suitable for 175 percent of rated motor current.
- D. Voltage Transmitter (100- to 600-V ac): Comply with ISA 50.00.01, single-loop, self-powered transmitter, adjustable, with suitable range and 1 percent full-scale accuracy.
- E. Current Switches: Self-powered, solid-state with adjustable trip current, selected to match current and system output requirements.
- F. Electronic Valve/Damper Position Indicator: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- G. Water-Flow Switches: Bellows-actuated mercury or snap-acting type with pilot-duty rating, stainless-steel or bronze paddle, with appropriate range and differential adjustment, in NEMA 250, Type 1 enclosure.

2.10 GAS DETECTION EQUIPMENT

- A. Manufacturers:
 - 1. MSA Canada Inc.
 - 2. TSI Incorporated.
 - 3. Vaisala.
 - 4. Vulcain Inc.
- B. Carbon Monoxide Detectors: Single or multichannel, dual-level detectors using solid-state plug-in sensors with a 3-year minimum life; suitable over a temperature range of 32 to 104 deg F (0 to 40 deg C); with 2 factory-calibrated alarm levels at 50 and 100 ppm.

2.11 THERMOSTATS

- A. Manufacturers:
 - 1. Erie Controls.
 - 2. Danfoss Inc.; Air-Conditioning and Refrigeration Div.
 - 3. Heat-Timer Corporation.
 - 4. Sauter Controls Corporation.
 - 5. Tekmar Control Systems, Inc.
- B. Electric, solid-state, room thermostat.
 - 1. Automatic switching from heating to cooling.
 - 2. Preferential rate control to minimize overshoot and deviation from set point.
 - 3. Set up for four separate temperatures per day.
 - 4. Instant override of set point for continuous or timed period from 1 hour to 31 days.
 - 5. Short-cycle protection.



6. Programming based on every day of week.
 7. Selection features include degree F or degree C display, 12- or 24-hour clock, keyboard disable, and fan on-auto.
 8. Battery replacement without program loss.
 9. Dead band capability 5 deg F
 10. Thermostat display features include the following:
 - a. Time of day.
 - b. Actual room temperature.
 - c. Programmed temperature.
 - d. Programmed time.
 - e. Duration of timed override.
 - f. Day of week.
 - g. System mode indications include "heating," "off," "fan auto," and "fan on."
- C. Low-Voltage, On-Off Thermostats: NEMA DC 3, 24-V, bimetal-operated, mercury-switch type, with adjustable or fixed anticipation heater, concealed set-point adjustment, 55 to 85 deg F (13 to 30 deg C) set-point range, and 2 deg F (1 deg C) maximum differential. When thermostat controls heating and cooling a dead band of 5 deg F shall be provided.
- D. Remote-Bulb Thermostats: On-off or modulating type, liquid filled to compensate for changes in ambient temperature; with copper capillary and bulb, unless otherwise indicated.
1. Bulbs in water lines with separate wells of same material as bulb.
 2. Bulbs in air ducts with flanges and shields.
 3. Averaging Elements: Copper tubing with either single- or multiple-unit elements, extended to cover full width of duct or unit; adequately supported.
 4. Scale settings and differential settings are clearly visible and adjustable from front of instrument.
 5. On-Off Thermostat: With precision snap switches and with electrical ratings required by application.
 6. Modulating Thermostats: Construct so complete potentiometer coil and wiper assembly is removable for inspection or replacement without disturbing calibration of instrument.
- E. Immersion Thermostat: Remote-bulb or bimetal rod-and-tube type, proportioning action with adjustable throttling range and adjustable set point.
- F. Airstream Thermostats: Two-pipe, fully proportional, single-temperature type; with adjustable set point in middle of range, adjustable throttling range, plug-in test fitting or permanent pressure gage, remote bulb, bimetal rod and tube, or averaging element.
- G. Electric, Low-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual-reset switch that trips if temperature sensed across any 12 inches (300 mm) of bulb length is equal to or below set point.
1. Bulb Length: Minimum 20 feet (6 m).
 2. Quantity: One thermostat for every 20 sq. ft. (2 sq. m) of coil surface.
- H. Electric, High-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual-reset switch that trips if temperature sensed across any 12 inches (300 mm) of bulb length is equal to or above set point.



1. Bulb Length: Minimum 20 feet (6 m).
2. Quantity: One thermostat for every 20 sq. ft. (2 sq. m) of coil surface.

2.12 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.
1. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
 2. Spring-Return Motors for Valves: Size for running and breakaway torque of 150 in. x lbf (16.9 N x m).
 3. Spring-Return Motors for Dampers: Size for running and breakaway torque of 150 in. x lbf (16.9 N x m).
- B. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
1. Valves: Size for torque required for valve close off at maximum pump differential pressure.
 2. Dampers: Size for running torque calculated as follows:
 - a. Opposed-Blade Damper with Edge Seals: 5 inch-lb/sq. ft. (62 kg-cm/sq. m) of damper.
 - b. Dampers with 2- to 3-Inch wg (500 to 750 Pa) of Pressure Drop or Face Velocities of 1000 to 2500 fpm (5 to 13 m/s): Increase running torque by 1.5.
 - c. Dampers with 3- to 4-Inch wg (750 to 1000 Pa) of Pressure Drop or Face Velocities of 2500 to 3000 fpm (13 to 15 m/s): Increase running torque by 2.0.
 3. Coupling: V-bolt and V-shaped, toothed cradle.
 4. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
 5. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
 6. Power Requirements (Two-Position Spring Return): 24-V ac.
 7. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
 8. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal.
 9. Temperature Rating: Minus 22 to plus 122 deg F (Minus 30 to plus 50 deg C).
 10. Temperature Rating (Smoke Dampers): Minus 22 to plus 250 deg F (Minus 30 to plus 121 deg C).
 11. Run Time: 12 seconds open, 5 seconds closed.

2.13 CONTROL VALVES

- A. Manufacturers:
1. Danfoss Inc.; Air Conditioning & Refrigeration Div.
 2. Erie Controls.
 3. Magnatrol Valve Corporation.
 4. Neles-Jamesbury.



- B. Control Valves: Factory fabricated, of type, body material, and pressure class based on maximum pressure and temperature rating of piping system, unless otherwise indicated.
- C. Hydronic system globe valves shall have the following characteristics:
 - 1. NPS 2 (DN 50) and Smaller: Class 125 bronze body, bronze trim, rising stem, renewable composition disc, and screwed ends with backseating capacity repackable under pressure.
 - 2. NPS 2-1/2 (DN 65) and Larger: Class 125 iron body, bronze trim, rising stem, plug-type disc, flanged ends, and renewable seat and disc.
 - 3. Internal Construction: Replaceable plugs and stainless-steel or brass seats.
 - a. Double-Seated Valves: Balanced plug; cage trim provides seating and guiding surfaces for plugs on top and bottom.
 - 4. Sizing: 3-psig (21-kPa) maximum pressure drop at design flow rate or the following:
 - a. Two Position: Line size.
 - b. Two-Way Modulating: Either the value specified above or twice the load pressure drop, whichever is more.
 - c. Three-Way Modulating: Twice the load pressure drop, but not more than value specified above.
 - 5. Flow Characteristics: Two-way valves shall have equal percentage characteristics; three-way valves shall have linear characteristics.
 - 6. Close-Off (Differential) Pressure Rating: Combination of actuator and trim shall provide minimum close-off pressure rating of 150 percent of total system (pump) head for two-way valves and 100 percent of pressure differential across valve or 100 percent of total system (pump) head.
- D. Butterfly Valves: 200-psig (1380-kPa), 150-psig (1034-kPa) maximum pressure differential, ASTM A 126 cast-iron or ASTM A 536 ductile-iron body and bonnet, extended neck, stainless-steel stem, field-replaceable EPDM or Buna N sleeve and stem seals.
 - 1. Body Style: Lug.
 - 2. Disc Type: Elastomer-coated ductile iron.
 - 3. Sizing: 1-psig (7-kPa) maximum pressure drop at design flow rate.

2.14 DAMPERS

- A. Manufacturers:
 - 1. Air Balance Inc.
 - 2. Don Park Inc.; Autodamp Div.
 - 3. TAMCO (T. A. Morrison & Co. Inc.).
 - 4. United Enertech Corp.
- B. Dampers: AMCA-rated, opposed-blade design; 0.108-inch- (2.8-mm-) minimum thick, galvanized-steel or 0.125-inch- (3.2-mm-) minimum thick, extruded-aluminum frames with holes for duct mounting; damper



blades shall not be less than 0.064-inch- (1.6-mm-) thick galvanized steel with maximum blade width of 8 inches (200 mm) and length of 48 inches (1220 mm).

1. Secure blades to 1/2-inch- (13-mm-) diameter, zinc-plated axles using zinc-plated hardware, with oil-impregnated sintered bronze blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
2. Operating Temperature Range: From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C).
3. Edge Seals, Low-Leakage Applications: Use inflatable blade edging or replaceable rubber blade seals and spring-loaded stainless-steel side seals, rated for leakage at less than 10 cfm per sq. ft. (50 L/s per sq. m) of damper area, at differential pressure of 4-inch wg (1000 Pa) when damper is held by torque of 50 in. x lbf (5.6 N x m); when tested according to AMCA 500D.

2.15 CONTROL CABLE

- A. Provide electronic and fiber-optic cables for control wiring.

PART III - EXECUTION

3.1 INSTALLATION

- A. Implement all features of programs to specified requirements and as appropriate to sequence of operation.
- B. Connect and configure equipment and software to achieve sequence of operation specified.
- C. Verify location of thermostats and other exposed control sensors with Drawings and room details before installation. Install devices 60 inches (1530 mm) above the floor.
- D. Install automatic dampers according to Section "Duct Accessories."
- E. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.
- F. Install labels and nameplates to identify control components according to Section "Mechanical Identification."
- G. Install duct volume-control dampers according to Sections specifying air ducts.

3.2 ELECTRICAL WIRING AND CONNECTION INSTALLATION

- A. Install building wire and cable according to Division 26 Section "Conductors and Cables."
 1. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.
 2. Install exposed and concealed cable in raceway.
 3. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.



4. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- B. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.
- C. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 2. Test and adjust controls and safeties.
 3. Test calibration of electronic controllers.
 4. Test each point through its full operating range.
 5. Test each control loop and adjust actions.
 6. Test each system for compliance with sequence of operation.
 7. Test interlocks.
- C. Verification:
 1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
 2. Check instruments for proper location and accessibility.
 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
 4. Check instrument tubing for proper fittings, slope, material, and support.
 5. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
 6. Check pressure instruments, piping slope, installation of valve manifold, and self-contained pressure regulators.
 7. Check temperature instruments and material and length of sensing elements.
 8. Check control valves. Verify that they are in correct direction.
 9. Check dampers. Verify that proper blade alignment has been provided.
- D. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

3.4 ADJUSTING

- A. Calibrating and Adjusting:



1. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
 2. Control System Inputs and Outputs:
 - a. Check analog inputs at 0, 50, and 100 percent of span.
 - b. Check analog outputs using milliamper meter at 0, 50, and 100 percent output.
 - c. Check digital inputs using jumper wire.
 - d. Check digital outputs using ohmmeter to test for contact making or breaking.
 - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
 3. Flow:
 - a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
 - b. Manually operate flow switches to verify that they make or break contact.
 4. Pressure:
 - a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
 5. Temperature:
 - a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b. Calibrate temperature switches to make or break contacts.
 6. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed.
 7. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.
 8. Provide diagnostic and test instruments for calibration and adjustment of system.
 9. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.
- B. Adjust initial temperature set points.
- C. 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 three visits to Project during other than normal occupancy hours for this purpose.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to instruct City of New York's maintenance personnel to adjust, operate, and maintain HVAC instrumentation and controls. Refer to General Conditions Sections.

END OF SECTION 23 09 00



**Department of
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SECTION 23 09 93

SEQUENCE OF OPERATION

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 control sequences for HVAC systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Section "HVAC Instrumentation and Controls" for control equipment and devices and for submittal requirements.

1.3 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for each system automatically controlled, containing the following information:
 - 1. Schematic flow diagram of system showing fans, dampers, and control devices.
 - 2. Label each control device with setting or adjustable range of control.
 - 3. Indicate factory and field wiring.
 - 4. Indicate each control panel required, with internal and external wiring clearly indicated. Provide detail of panel face, including controls, instruments, and labeling. Include verbal description of sequence of operation.
 - 5. Point-to-point wiring diagram indicating control and power wiring.
- B. Maintenance Data: Include copy of shop drawings in each maintenance manual in accordance with requirements of General Conditions.

1.4 HEATING CONTROL SEQUENCES

- A. Gas-Fired Furnace, FU-1:
 - 1. Input Device: Thermostat.
 - 2. Output Device: Starter relay.
 - 3. Energize unit and gas fired elements via the packaged controls when the space temperature is below the 50 deg F (adjustable)
 - 4. De-energize the unit and the gas-fired elements when the room set-point is reached.



5. Fan shall be interlocked with outside air damper.
 6. The normally closed, powered open, motorized damper at the inlet of the fan shall be interlocked with the starter circuit of the fan to open when the fan is energized and close when the fan is de-energized. The damper shall be provided with an end switch that shall enable the fan to start only when the damper is opened.
 7. The unit shall cycle on and off as required on a 7-day programmable timeclock schedule.
 8. Coordinate alarm conditions and all safeties with equipment manufacturer.
- B. Office Electric Duct Heater, EDH-1:
1. On a drop in room temperature to below 68 deg F (adjustable), the heater shall be activated.
 2. On a rise in room temperature to above 68 deg F (adjustable), the heater shall be de-energized.
 3. The heater shall be maintained with 2-stage control.
 4. If no airflow is sensed by the airflow switch, the heater shall de-energize.
- C. Utility Room Electric Unit Heater, EUH-1
1. On a drop in room temperature to below 50 deg F (adjustable), the heater shall be activated.
 2. On a rise in room temperature to above 50 deg F (adjustable), the heater shall be de-energized.

1.5 VENTILATION SEQUENCES

- A. Toilet Exhaust Fan, EF-1:
1. Toilet exhaust fan shall be controlled via 7-day programmable timeclock.
 2. Two-speed control shall be interlocked with furnace FU-1; shall switch at low-speed when the furnace is de-energized, and to high-speed when the furnace is energized.
 3. The normally closed, powered open, motorized damper at the discharge of the fan shall be interlocked with the starter circuit of the fan to open when the fan is energized and close when the fan is de-energized. The damper shall be provided with an end switch that shall enable the fan to start only when the damper is opened.
- B. Office Supply Fan, SF-1:
1. Supply fan shall be controlled via 7-day programmable timeclock.
 2. Fan shall be interlocked with outside air damper.
 3. The normally closed, powered open, motorized damper at the inlet of the fan shall be interlocked with the starter circuit of the fan to open when the fan is energized and close when the fan is de-energized. The damper shall be provided with an end switch that shall enable the fan to start only when the damper is opened.
 4. When the system is shutdown, the fan shall shutdown and the outside air damper shall close.
- C. Garage Intake Vents/Exhaust Louver
1. Motorized dampers shall be controlled by thermostat connected to controller, which will open when the space temperature is above 75 deg F.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION 23 09 93

Starlight Park Comfort Station

Sequence of Operation
23 09 93 - 2



SECTION 23 31 13

METAL DUCTS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 metal ducts for supply, return, outside, and exhaust air-distribution systems in pressure classes from minus 2- to plus 10-inch wg (minus 500 to plus 2500 Pa). Metal ducts include the following:
 - 1. Rectangular ducts and fittings.
 - 2. Single-wall, round spiral-seam ducts and formed fittings.
 - 3. Duct liner.
- B. Related Sections include the following:
 - 1. Section "Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 DEFINITIONS

- A. NUSIG: National Uniform Seismic Installation Guidelines.

1.4 SYSTEM DESCRIPTION

- A. Duct system design, as indicated, has been used to select size and type of air-moving and -distribution equipment and other air system components. Changes to layout or configuration of duct system must be specifically approved in writing by Commissioner. Accompany requests for layout modifications with calculations showing that proposed layout will provide original design results without increasing system total pressure.

1.5 SUBMITTALS

- A. Shop Drawings: CAD-generated and drawn to 1/4 inch equals 1 foot (1:50) scale. Show fabrication and installation details for metal ducts.



1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
 2. Duct layout indicating sizes and pressure classes.
 3. Elevations of top and bottom of ducts.
 4. Dimensions of main duct runs from building grid lines.
 5. Fittings.
 6. Reinforcement and spacing.
 7. Seam and joint construction.
 8. Penetrations through fire-rated and other partitions.
 9. Equipment installation based on equipment being used on Project.
 10. Duct accessories, including access doors and panels.
 11. Hangers and supports, including methods for duct and building attachment, vibration isolation, and seismic restraints.
- B. Coordination Drawings: Reflected ceiling 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. Ceiling suspension assembly members.
 2. Other systems installed in same space as ducts.
 3. Ceiling- and wall-mounting access doors and panels required to provide access to dampers and other operating devices.
 4. Ceiling-mounting items, including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- C. Welding certificates.
- D. Field quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," for hangers and supports, AWS D1.2, "Structural Welding Code--Aluminum," for aluminum supporting members, and AWS D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- B. NFPA Compliance:
1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
 2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- C. Comply with NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations," Ch. 3, "Duct System," for range hood ducts, unless otherwise indicated.



PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 SHEET METAL 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: Lock-forming quality; complying with ASTM A 653/A 653M and having G90 (Z275) coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.
- C. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets; commercial quality; with oiled, matte finish for exposed ducts. 10 gauge for commercial kitchen exhaust.
- D. Stainless Steel: ASTM A 480/A 480M, Type 316, and having a No. 2D finish for concealed ducts and for exposed ducts.
- E. Aluminum Sheets: 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.
- F. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal 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).

2.3 DUCT LINER

- A. Fibrous-Glass Liner: Comply with NFPA 90A or NFPA 90B and with NAIMA AH124.
 - 1. Manufacturers:
 - a. CertainTeed Corp.; Insulation Group.
 - b. Johns Manville International, Inc.
 - c. Knauf Fiber Glass GmbH.
 - d. Owens Corning.
 - 2. Materials: ASTM C 1071; surfaces exposed to airstream shall be coated to prevent erosion of glass fibers.



- a. Thickness: 1 inch (25 mm).
- b. Thermal Conductivity (k-Value): 0.26 at 75 deg F (0.037 at 24 deg C) mean temperature.
- c. Fire-Hazard Classification: Maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E 84.
- d. Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.
- e. Mechanical Fasteners: Galvanized steel suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in duct.
 - 1) Tensile Strength: Indefinitely sustain a 50-lb- (23-kg-) tensile, dead-load test perpendicular to duct wall.
 - 2) Fastener Pin Length: As required for thickness of insulation and without projecting more than 1/8 inch (3 mm) into airstream.
 - 3) Adhesive for Attaching Mechanical Fasteners: Comply with fire-hazard classification of duct liner system.

2.4 SEALANT MATERIALS

- A. Water-Based Joint and Seam Sealant: Flexible, adhesive sealant, resistant to UV light when cured, UL 723 listed, and complying with NFPA requirements for Class 1 ducts.
- B. Solvent-Based Joint and Seam Sealant: One-part, nonsag, solvent-release-curing, polymerized butyl sealant formulated with a minimum of 75 percent solids.
- C. Flanged Joint Mastic: One-part, acid-curing, silicone, elastomeric joint sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.
- D. Flange Gaskets: Butyl rubber or EPDM polymer with polyisobutylene plasticizer.

2.5 HANGERS AND SUPPORTS

- A. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 1. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches (100 mm) thick.
 2. Exception: Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.
- B. Hanger Materials: Galvanized sheet steel or threaded steel rod.
 1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
 2. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for steel sheet width and thickness and for steel rod diameters.
 3. Galvanized-steel straps attached to aluminum ducts shall have contact surfaces painted with zinc-chromate primer.



- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- D. Trapeze and Riser Supports: Steel shapes complying with ASTM A 36/A 36M.
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless-Steel Ducts: Stainless-steel support materials.
 - 3. Supports for Aluminum Ducts: Aluminum support materials unless materials are electrolytically separated from ducts.

2.6 RECTANGULAR DUCT FABRICATION

- A. Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.
 - 1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure class.
 - 2. Deflection: Duct systems shall not exceed deflection limits according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."
- B. Transverse Joints: Prefabricated slide-on joints and components constructed using manufacturer's guidelines for material thickness, reinforcement size and spacing, and joint reinforcement.
 - 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Nexus Inc.
 - c. Ward Industries, Inc.
- C. Formed-On Flanges: Construct according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," Figure 1-4, using corner, bolt, cleat, and gasket details.
 - 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Lockformer.
 - c. Ward Industries, Inc.
 - 2. Duct Size: Maximum 30 inches (750 mm) wide and up to 2-inch wg (500-Pa) pressure class.
 - 3. Longitudinal Seams: Pittsburgh lock sealed with noncuring polymer sealant.
- D. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches (480 mm) and larger and 0.0359 inch (0.9 mm) thick or less, with more than 10 sq. ft. (0.93 sq. m) of nonbraced panel area unless ducts are lined.



2.7 APPLICATION OF LINER IN RECTANGULAR DUCTS

- A. Adhere a single layer of indicated thickness of duct liner with 100 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
- B. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
- C. Butt transverse joints without gaps and coat joint with adhesive.
- D. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
- E. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and standard liner product dimensions make longitudinal joints necessary.
- F. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm (12.7 m/s).
- G. 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.
- H. 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:
 - 1. Fan discharges.
 - 2. Intervals of lined duct preceding unlined duct.
 - 3. Upstream edges of transverse joints in ducts where air velocities are greater than 2500 fpm (12.7 m/s) or where indicated.
- I. 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.
 - 1. Sheet Metal Inner Duct Perforations: 3/32-inch (2.4-mm) diameter, with an overall open area of 23 percent.
- J. 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.

PART III - EXECUTION

3.1 DUCT APPLICATIONS

- A. Static-Pressure Classes: Unless otherwise indicated, construct ducts according to the following:
 - 1. Supply Ducts: 2-inch wg (500 Pa).
 - 2. Supply Ducts (before Air Terminal Units): 2-inch wg (500 Pa).



3. Supply Ducts (after Air Terminal Units): 1-inch wg (250 Pa).
 4. Supply Ducts (in Mechanical Equipment Rooms): 2-inch wg (500 Pa).
 5. Return Ducts (Negative Pressure): 1-inch wg (250 Pa).
 6. Exhaust Ducts (Negative Pressure): 1-inch wg (250 Pa).
 7. Engine Exhaust Ducts (Negative Pressure): 10-inch wg (2500 Pa).
- B. All ducts shall be galvanized steel except as follows:
1. Range Hood Exhaust Ducts: Comply with NFPA 96.
 - a. Concealed and exposed: Carbon-steel sheet, 10 gauge minimum.
 - b. Weld and flange seams and joints.
 2. Toilet and shower room Exhaust Ducts:
 - a. Aluminum, with seams and laps arranged on top of duct.

3.2 DUCT INSTALLATION

- A. Construct and install ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," unless otherwise indicated.
- B. Install round ducts in lengths not less than 12 feet (3.7 m) unless interrupted by fittings.
- C. Install ducts with fewest possible joints.
- D. Install fabricated fittings for changes in directions, size, and shape and for connections.
- E. Install couplings tight to duct wall surface with a minimum of projections into duct. Secure couplings with sheet metal screws. Install screws at intervals of 12 inches (300 mm), with a minimum of 3 screws in each coupling.
- F. Install ducts, unless otherwise indicated, vertically and horizontally and parallel and perpendicular to building lines; avoid diagonal runs.
- 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. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions unless specifically indicated.
- J. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.
- K. Seal all joints and seams. Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws.



- L. Electrical Equipment Spaces: Route ducts to avoid passing through transformer vaults and electrical equipment spaces and enclosures.
- M. Non-Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls and are exposed to view, conceal spaces between construction openings and ducts or duct insulation with sheet metal flanges of same metal thickness as ducts. Overlap openings on 4 sides by at least 1-1/2 inches (38 mm).
- N. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire dampers, sleeves, and firestopping sealant. Fire and smoke dampers are specified in Section "Duct Accessories."
- O. Install ducts with hangers and braces designed to withstand, without damage to equipment, seismic force required by applicable building codes. Refer to SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
- P. Protect duct interiors from the elements and foreign materials until building is enclosed. Follow SMACNA's "Duct Cleanliness for New Construction."
- Q. Paint interiors of metal ducts, that do not have duct liner, for 24 inches (600 mm) upstream of registers and grilles. Apply one coat of flat, black, latex finish coat over a compatible galvanized-steel primer. Paint materials and application requirements are specified in painting Sections.

3.3 SEAM AND JOINT SEALING

- A. Seal duct seams and joints according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for duct pressure class indicated.
 - 1. For pressure classes lower than 2-inch wg (500 Pa), seal transverse joints.
- B. Seal ducts before external insulation is applied.

3.4 HANGING AND SUPPORTING

- A. Support horizontal ducts within 24 inches (600 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.
- B. Support vertical ducts at maximum intervals of 16 feet (5 m) and at each floor.
- C. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.
- D. Install concrete inserts before placing concrete.
- E. Install powder-actuated concrete fasteners after concrete is placed and completely cured.



1. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors according to Section "Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections according to SMACNA's "HVAC Air Duct Leakage Test Manual" and prepare test reports:
 1. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 2. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If pressure classes are not indicated, test entire system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure. Give seven days' advance notice for testing.
 3. Maximum Allowable Leakage: Comply with requirements for Leakage Class 3 for round, Leakage Class 12 for rectangular ducts in pressure classes lower than and equal to 2-inch wg (500 Pa) (both positive and negative pressures), and Leakage Class 6 for pressure classes from 2- to 10-inch wg (500 to 2500 Pa).
 4. Remake leaking joints and retest until leakage is equal to or less than maximum allowable.

3.7 CLEANING NEW SYSTEMS

- A. Mark position of dampers and air-directional mechanical devices before cleaning, and perform cleaning before air balancing.
- B. Use service openings, as required, for physical and mechanical entry and for inspection.
 1. Create other openings to comply with duct standards.
 2. Disconnect flexible ducts as needed for cleaning and inspection.
 3. Remove and reinstall ceiling sections to gain access during the cleaning process.
- C. Vent vacuuming system to the outside. Include filtration to contain debris removed from HVAC systems, and locate exhaust down wind and away from air intakes and other points of entry into building.
- D. Clean the following metal duct systems 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, and actuators except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.

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.
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.

F. Cleanliness Verification:

1. Visually inspect metal ducts for contaminants.
2. Where contaminants are discovered, re-clean and reinspect ducts.

END OF SECTION 23 31 13



SECTION 23 33 00

DUCT ACCESSORIES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Volume dampers.
 2. Cord operated volume dampers.
 3. Motorized control dampers.
 4. Fire dampers.
 5. Smoke dampers.
 6. Combination fire and smoke dampers.
 7. Turning vanes.
 8. Duct-mounting access doors.
 9. Flexible connectors.
 10. Duct accessory hardware.
- B. Related Sections include the following:
1. Section "HVAC Instrumentation and Controls" for electric damper actuators.

1.3 SUBMITTALS

- A. Product Data: For the following:
1. Volume dampers.
 2. Motorized control dampers.
 3. Fire dampers.
 4. Smoke dampers.
 5. Combination fire and smoke dampers.
 6. Turning vanes.
 7. Duct-mounting access doors.
 8. Flexible connectors.
- 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. Special fittings.



2. Manual-volume damper installations.
 3. Motorized-control damper installations.
 4. Fire-damper, smoke-damper, and combination fire- and smoke-damper installations, including sleeves and duct-mounting access doors.
 5. Wiring Diagrams: Power, signal, and control wiring.
- C. Coordination Drawings: Reflected ceiling plans, drawn to scale and coordinating penetrations and ceiling-mounting items. Show ceiling-mounting access panels and access doors required for access to duct accessories.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

1.5 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. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 SHEET METAL 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.
- B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653M and having G90 (Z275) coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.
- C. Stainless Steel: ASTM A 480/A 480M.
- D. Aluminum Sheets: 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. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

2.3 VOLUME DAMPERS (accessible locations only)

A. Manufacturers:

1. Air Balance, Inc.
2. American Warming and Ventilating.
3. McGill AirFlow Corporation.
4. METALAIRE, Inc.
5. Nailor Industries Inc.
6. Ruskin Company.

- B. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class. End bearings or other seals for ducts with axles full length of damper blades and bearings at both ends of operating shaft.

- C. Low-Leakage Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, low-leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.

1. Steel Frames: Angle-shaped, galvanized sheet steel channels, minimum of 0.064 inch (1.62 mm) thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
2. Roll-Formed Steel Blades: 0.064-inch- (1.62-mm-) thick, galvanized sheet steel.
3. Aluminum Frames: Angle-shaped, 0.10-inch- (2.5-mm-) thick, aluminum sheet channels; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
4. Roll-Formed Aluminum Blades: 0.10-inch- (2.5-mm-) thick aluminum sheet.
5. Blade Axles: Stainless steel.
6. Bearings: Oil-impregnated bronze thrust or ball.
7. Blade Seals: Neoprene.
8. Jamb Seals: Cambered aluminum.
9. Tie Bars and Brackets: Galvanized steel.

- D. Jackshaft: 1-inch- (25-mm-) diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.

- E. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch- (2.4-mm-) thick zinc-plated steel, and a 3/4-inch (19-mm) hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.



2.4 CORD OPERATED VOLUME DAMPERS (inaccessible locations and drywall ceilings)

- A. Manufacturers:
1. McGill AirFlow Corporation.
 2. METALAIRE, Inc.
 3. Nailor Industries Inc.
 4. Ruskin Company.
 5. Young Regulator.
- B. General Description: Damper controller and cable shall be concealed above the ceiling. Cable shall consist of Bowden cable 0.054" stainless steel control wire encapsulated in 1/16" flexible galvanized spiral wire sheath. Control kit shall consist of 2-5/8" diameter die-cast aluminum housing with 3" diameter chrome plate and 14 gauge steel rack and pinion gear drive. Control shaft shall be D-style flattened 1/4" diameter with 265 degree rotation providing graduations for positive locking and control. Control kit shall be designed to be mounted flush in the ceiling finished surface. Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.
1. Pressure Classes of 3-Inch wg (750 Pa) or Higher: End bearings or other seals for ducts with axles full length of damper blades and bearings at both ends of operating shaft.
- C. Low-Leakage Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, low-leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.
1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch (1.62 mm) thick, with mitered and welded corners for square duct and galvanized spiral steel shell for round duct; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
 2. Roll-Formed Steel Blades: 20 gauge thick, galvanized sheet steel.
 3. Blade Axles: Stainless steel.
 4. Bearings: Oil-impregnated bronze thrust or ball.
 5. Blade Seals: Neoprene.
 6. Jamb Seals: Cambered stainless steel.
 7. Tie Bars and Brackets: Galvanized steel.
- D. Jackshaft: 1-inch- (25-mm-) diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.
- E. Damper Hardware: Provide all necessary hardware for cable control system, including but not limited to, wrenches, control kits, minimum 5 foot length of cable per damper, tamper proof kits in all animal holding areas, controllers, and diffuser or register mounting kits as required for a complete and clean finished appearance.



2.5 MOTORIZED CONTROL DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
2. American Warming and Ventilating.
3. Duro Dyne Corp.
4. McGill AirFlow Corporation.
5. METALAIRE, Inc.
6. Nailor Industries Inc.
7. Ruskin Company.
8. Vent Products Company, Inc.

B. General Description: AMCA-rated, opposed-blade design; minimum of 0.1084-inch- (2.8-mm-) thick, galvanized-steel frames with holes for duct mounting; minimum of 0.0635-inch- (1.61-mm-) thick, galvanized-steel damper blades with maximum blade width of 8 inches (203 mm).

1. Secure blades to 1/2-inch- (13-mm-) diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
2. Operating Temperature Range: From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C).
3. Provide opposed-blade design with inflatable seal blade edging, or replaceable rubber seals, rated for leakage at less than 10 cfm per sq. ft. (51 L/s per sq. m) of damper area, at differential pressure of 4-inch wg (995 Pa) when damper is being held by torque of 50 in. x lbf (5.6 N x m); when tested according to AMCA 500D.

2.6 FIRE DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
2. McGill AirFlow Corporation.
3. METALAIRE, Inc.
4. Nailor Industries Inc.
5. Penn Ventilation Company, Inc.
6. Prefco Products, Inc.
7. Ruskin Company.
8. Vent Products Company, Inc.
9. Ward Industries, Inc.

B. Fire dampers shall be labeled according to UL 555.

C. Fire Rating: 1-1/2 hours.

D. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.



- E. Mounting Sleeve: field-installed, sheet steel. Minimum Thickness: 14 gauge minimum.
- F. Mounting Orientation: Vertical or horizontal as indicated.
- G. 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.
- H. Include blade lock and stainless-steel closure spring.
- I. Fusible Links: Replaceable, 165 deg F (74 deg C) rated.

2.7 TURNING VANES

- A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners. Vane runners shall automatically align vanes.
- B. Manufactured Turning Vanes: Fabricate 1-1/2-inch- (38-mm-) wide, double-vane, curved blades of galvanized sheet steel set 3/4 inch (19 mm) o.c.; support with bars perpendicular to blades set 2 inches (50 mm) o.c.; and set into vane runners suitable for duct mounting.
 - 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Duro Dyne Corp.
 - c. METALAIRE, Inc.
 - d. Ward Industries, Inc.

2.8 DUCT-MOUNTING ACCESS DOORS

- A. General Description: Fabricate doors airtight and suitable for duct pressure class.
- B. Door: Double wall, duct mounting, and rectangular; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch (25-by-25-mm) butt or piano hinge and cam latches.
 - 1. Manufacturers:
 - a. American Warming and Ventilating.
 - b. Ductmate Industries, Inc.
 - c. Flexmaster U.S.A., Inc.
 - d. McGill AirFlow Corporation.
 - e. Nailor Industries Inc.
 - f. Ventfabrics, Inc.
 - g. Ward Industries, Inc.
 - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
 - 3. Provide number of hinges and locks as follows:



- a. Less Than 12 Inches (300 mm) Square: Secure with two sash locks.
 - b. Up to 18 Inches (450 mm) Square: Two hinges and two sash locks.
 - c. Up to 24 by 48 Inches (600 by 1200 mm): Three hinges and two compression latches with outside and inside handles.
 - d. Sizes 24 by 48 Inches (600 by 1200 mm) and Larger: One additional hinge.
- C. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

2.9 FLEXIBLE CONNECTORS

- A. Manufacturers:
- 1. Ductmate Industries, Inc.
 - 2. Duro Dyne Corp.
 - 3. Ventfabrics, Inc.
 - 4. Ward Industries, Inc.
- B. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 5-3/4 inches (146 mm) wide attached to two 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. Select metal compatible with ducts.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
- 1. Minimum Weight: 26 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).
- E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.
- 1. Minimum Weight: 24 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).
- F. 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).
- G. 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).



2.10 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 III - EXECUTION

3.1 APPLICATION AND 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. Provide 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 volume dampers in ducts with liner; avoid damage to and erosion of duct liner.
- D. Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff.
- E. Provide test holes at fan inlets and outlets and elsewhere as indicated.
- F. Install fire and smoke dampers, with fusible links, according to manufacturer's UL-approved written instructions.
- G. Install duct access doors to allow for inspecting, adjusting, and maintaining accessories and terminal units as follows:
 - 1. On both sides of duct coils.
 - 2. Downstream from volume dampers, turning vanes, and equipment.
 - 3. Adjacent to fire or fire/smoke dampers, providing access to reset or reinstall fusible links.
 - 4. To interior of ducts for cleaning; before and after each change in direction, at maximum 50-foot (15-m) spacing.
 - 5. On sides of ducts where adequate clearance is available.
- H. Install the following sizes for duct-mounting, rectangular access doors:
 - 1. Head and Hand Access: 18 by 10 inches (460 by 250 mm).
 - 2. Head and Shoulders Access: 21 by 14 inches (530 by 355 mm).
 - 3. Body Access: 25 by 14 inches (635 by 355 mm).
 - 4. Body Plus Ladder Access: 25 by 17 inches (635 by 430 mm).
- I. Label access doors.



- J. Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators.
- K. For fans developing static pressures of 5-inch wg (1250 Pa) and higher, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- L. Install duct test holes where indicated and required for testing and balancing purposes.

3.2 ADJUSTING

- A. Adjust duct accessories for proper settings.
- B. Adjust fire and smoke dampers for proper action.
- C. Final positioning of manual-volume dampers is specified in Section "Testing, Adjusting, and Balancing."

END OF SECTION 23 33 00



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SECTION 23 37 13

DIFFUSERS, REGISTERS AND GRILLES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 ceiling- and wall-mounted diffusers and registers.
- B. Related Sections include the following:
 - 1. Section "Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers and registers.

1.3 SUBMITTALS

- A. Product Data: For each product indicated, include the following:
 - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 - 2. Diffuser and Register Schedule: Indicate Drawing designation, room location, quantity, model number, size, and accessories furnished.
- B. Coordination Drawings: Reflected ceiling 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. Ceiling suspension assembly members.
 - 2. Method of attaching hangers to building structure.
 - 3. Size and location of initial access modules for acoustical tile.
 - 4. Ceiling-mounted items including lighting fixtures, diffusers, speakers, sprinklers, access panels, and special moldings.
 - 5. Duct access panels.
- C. Samples for Initial Selection: For diffusers and registers with factory-applied color finishes.
- D. Samples for Verification: For diffusers and registers, in manufacturer's standard sizes to verify color selected.



PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 REGISTERS

- A. Adjustable Bar Register:
1. Manufacturers:
 - a. Anemostat; a Mestek Company.
 - b. METALAIRE, Inc.; Metal Industries Inc.
 - c. Nailor Industries of Texas Inc.
 - d. Titus.
 2. Material: Steel.
 3. Finish: powder coated, color selected by Commissioner.
 4. Face Blade Arrangement: Adjustable horizontal spaced 3/4 inch (19 mm) apart.
 5. Rear Blade Arrangement: Adjustable vertical spaced 3/4 inch (19 mm) apart.
 6. Frame: 1 inch (25 mm) wide.
 7. Mounting: Concealed.
 8. Damper Type: Adjustable opposed-blade assembly.
 9. Accessories: Front-blade gang operator.

2.3 CEILING DIFFUSER OUTLETS

- A. Rectangular and Square Ceiling Diffusers:
1. Manufacturers:
 - a. Anemostat; a Mestek Company.
 - b. METALAIRE, Inc.; Metal Industries Inc.
 - c. Nailor Industries of Texas Inc.
 - d. Titus.
 2. Material: Steel.
 3. Finish: powder coated, color selected by Commissioner.
 4. Face Size: 24 by 24 inches (600 by 600 mm).
 5. Face Style: Plaque.
 6. Mounting: coordinate with architectural reflected ceiling plans.
 7. Pattern: Adjustable.
 8. Dampers: Combination damper and grid.
 9. Accessories:



- a. Equaling grid.
- b. Plaster ring.
- c. Safety chain.
- d. Wire guard.
- e. Sectorizing baffles.
- f. Operating rod extension.

B. Louver Face Diffuser:

- 1. Manufacturers:
 - a. Anemostat; a Mestek Company.
 - b. METALAIRE, Inc.; Metal Industries Inc.
 - c. Nailor Industries of Texas Inc.
 - d. Titus.
- 2. Material: Steel.
- 3. Finish: powder coated, color selected by Commissioner.
- 4. Mounting: coordinate with architectural reflected ceiling plans.
- 5. Pattern: refer to plans for core style.
- 6. Dampers: Combination damper and grid.
- 7. Accessories:
 - a. Square to round neck adaptor.
 - b. Adjustable pattern vanes.
 - c. Throw reducing vanes.
 - d. Equaling grid.
 - e. Plaster ring.
 - f. Safety chain.
 - g. Wire guard.
 - h. Sectorizing baffles.
 - i. Operating rod extension.

2.4 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers and registers according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers and registers are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



3.2 INSTALLATION

- A. Install diffusers and registers.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Commissioner for a determination of final location.
- C. Install diffusers and registers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust diffusers and registers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 23 37 13

SECTION 23 41 00

AIR FILTERS

PART 1 - GENERAL

1.1 RELATED DOCUMENT:

- 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 factory-fabricated air-filter devices and media used to remove particulate matter from air for HVAC applications.

1.3 SUBMITTALS

- A. Product Data: Include dimensions; operating characteristics; required clearances and access; rated flow capacity, including initial and final pressure drop at rated airflow; efficiency and test method; fire classification; furnished specialties; and accessories for each model indicated.
- B. Shop Drawings: Include plans, elevations, sections, and details to illustrate component assemblies and attachments.
 - 1. Show assembly, dimensions, materials, and methods of assembly of components.
 - 2. Include drawings and requirements for installing filters.
- C. Operation and Maintenance Data: For each type of filter and rack to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Product: Drawings indicate size, profiles, and dimensional requirements of air filters and are based on the specific system indicated.
- B. Comply with ARI 850.
- C. Comply with ASHRAE 52.1 and ASHRAE 52.2 for method of testing and rating air-filter units.
- D. Comply with NFPA 90A and NFPA 90B.



1.5 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. Provide one complete set of filters for each filter bank. If system includes prefilters, provide only prefilters.
 - 2. Provide one container of red oil for inclined manometer filter gage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - 1. Air Filters and Filter-Holding Systems:
 - a. AAF International.
 - b. Farr Co.
 - c. Purafil, Inc.
 - 2. Filter Gages:
 - a. Airguard Industries, Inc.
 - b. AAF International.
 - c. Dwyer Instruments, Inc.

2.2 EXTENDED-SURFACE, DISPOSABLE PANEL FILTERS

- A. Description: Factory-fabricated, dry, extended-surface filters with holding frames.
- B. Media: Fibrous material formed into deep-V-shaped pleats with anti-microbial agent and held by self-supporting wire grid.
- C. Media Frame: Galvanized steel.
- D. Duct-Mounting Frames: Welded, galvanized steel with gaskets and fasteners, and suitable for bolting together into built-up filter banks.

2.3 HIGH-EFFICIENCY FILTERS

- A. Description: Factory-fabricated 95 percent DOP filters with holding casing.
- B. Media: UL 586, fibrous glass, constructed of continuous sheets with closely spaced pleats with aluminum separators.
- C. Frame Material: Galvanized steel.



D. Media to Frame Side Bond: Neoprene adhesive.

E. Face Gasket: Neoprene expanded rubber.

2.4 SIDE-SERVICE HOUSINGS

A. Description: Factory-assembled, side-service housings, constructed of galvanized steel, with flanges to connect to duct system.

B. Prefilters: Integral tracks to accommodate 2-inch (50-mm) disposable or washable filters.

C. Access Doors: Continuous gaskets on perimeter and positive-locking devices. Arrange so filter cartridges can be loaded from either access door.

D. Sealing: Incorporate positive-sealing gasket material on channels to seal top and bottom of filter cartridge frames to prevent bypass of unfiltered air.

2.5 FILTER GAGES

A. Description: Diaphragm type with dial and pointer in metal case, vent valves, black figures on white background, and front recalibration adjustment.

1. Diameter: 4-1/2 inches (115 mm).

2. Range: 0- to 1.0-inch wg (0 to 250 Pa).

B. Accessories: Static-pressure tips, tubing, gage connections, and mounting bracket.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install filter frames according to manufacturer's written instructions.

B. Position each filter unit with clearance for normal service and maintenance.

C. Install filters in position to prevent passage of unfiltered air.

D. Install filter gage for each filter bank.

E. Install filter gage static-pressure tips upstream and downstream from filters to measure pressure drop through filter. Mount filter gages on outside of filter housing or filter plenum in an accessible position. Adjust and level inclined gages.

F. Coordinate filter installations with duct and air-handling unit installations.



3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components, filter and filter-frame installation, and to assist in field testing. Report results in writing.

3.3 CLEANING

- A. After completing system installation and testing, adjusting, and balancing air-handling and air-distribution systems, clean filter housings and install new filter media.

END OF SECTION 23 41 00



SECTION 23 73 33.16

INDIRECT, GAS-FIRED HEATING AND VENTILATING UNITS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 indirect-fired H&V units with the following accessories:
 - 1. Gas furnace.

1.3 SUBMITTALS

- A. Product Data: Include rated capacities, furnished specialties, and accessories.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, and methods of field assembly, components, and location and size of each field connection. Prepare the following by or under the supervision of a qualified professional engineer:
 - 1. Design Calculations: Calculate requirements for selecting vibration isolators[and seismic restraints and for designing vibration isolation bases.
 - 2. Wiring Diagrams: Power, signal, and control wiring.
- C. Coordination Drawings: Roof-mounted units and roof-curb mounting details 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. Size and location of rooftop unit mounting rails and anchor points and methods for anchoring units to curb.
 - 2. Required roof penetrations for ducts, pipes, and electrical raceways, including size and location of each penetration.
- D. Startup service reports.
- E. Operation and Maintenance Data: For indirect-fired H&V units to include in emergency, operation, and maintenance manuals.
- F. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Product Options: Drawings indicate size, profiles, and dimensional requirements of indirect-fired H&V units and are based on the specific system indicated.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components listed below of indirect-fired H&V units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Heat Exchangers: Manufacturer's standard, but not less than 10 years from date of Substantial Completion.

1.7 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. Filters: One set(s) for each unit.
 - 2. Fan Belts: One set(s) for each unit.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - 1. AbsolutAire, Inc.
 - 2. Advanced Climate Technologies, Inc.
 - 3. Air Dynamics Co.
 - 4. Air Economy Corp.
 - 5. Applied Air; Mestek, Inc.
 - 6. ARES; Mars Air Products.
 - 7. Bananza Air Management Systems Inc.; Div. of Rapid Engineering, Inc.



8. BessamAire, Inc.
9. Cambridge Engineering, Inc.
10. E. K. Campbell Co.; Mechanical Products Division of Thomas & Betts Corporation.
11. Captive-Air Systems, Inc.
12. CES Group; Ventrol Air Handling Systems, Inc.
13. Des Champs Laboratories Incorporated; a unit of Entrodyne Corporation.
14. Energy Jet U.S.
15. Engineered Air.
16. Greenheck.
17. Hastings Industries; Division of Eric, Inc.
18. Industrial Commercial Engineering.
19. Jackson & Church; Div. of Donlee Technologies Inc.
20. KING.
21. LC Systems.
22. Modine Mfg. Co.; Commercial HVAC&R Division.
23. Powrmatic, Inc.
24. Rapid Engineering, Inc.
25. Reznor-Thomas & Betts Corporation; Mechanical Products Division.
26. Sterling Gas; Mestek, Inc.
27. Temprite; Mestek, Inc.
28. Titan Air Incorporated.
29. Trane Company (The); Unitary Products Group.
30. Weather-Rite, Inc.
31. Approved Equal

2.2 PACKAGED UNITS

- A. Factory-assembled, prewired, self-contained unit consisting of cabinet, supply fan, controls, filters, and indirect-fired gas furnace to be installed inside the building.

2.3 CABINET

- A. Cabinet: Double wall galvanized-steel panels, formed to ensure rigidity and supported by galvanized-steel channels or structural channel supports with lifting lugs.
- B. Access Panels: Piano hinged with cam-lock fasteners for furnace and fan motor assemblies on both sides of unit.
- C. Internal Insulation: Fibrous-glass duct lining, comply with ASTM C 1071, Type II, applied on complete unit.
 1. Thickness: 2 inches (50 mm).
 2. Insulation Adhesive: Comply with ASTM C 916, Type I.
 3. Mechanical Fasteners: Galvanized steel suitable for adhesive attachment, mechanical attachment, or welding attachment to casing without damaging liner when applied as recommended by manufacturer and without causing air leakage.



- D. Finish: Heat-resistant, baked enamel.
- E. Discharge: Horizontal pattern, galvanized-steel assembly with diffusers incorporating individually adjustable vanes.

2.4 SUPPLY-AIR FAN

- A. Fan Type: Centrifugal, rated according to AMCA 210; statically and dynamically balanced, galvanized steel; mounted on solid-steel shaft with heavy-duty pillow-block bearings rated for L50 or 200,000 hours with external grease fittings.
- B. Motor: Open drip proof, single-speed motor.
- C. Drive: V-belt drive with matching fan pulley and adjustable motor sheaves and belt assembly.
- D. Mounting: Fan wheel, motor, and drives shall be mounted in fan casing with restrained, isolators.

2.5 OUTDOOR-AIR INTAKE

- A. Galvanized steel finish to match cabinet; and sized to supply maximum 100 percent outdoor air.

2.6 AIR FILTERS

- A. Comply with NFPA 90A.
- B. Cleanable Filters: 2-inch- (50-mm-) thick, cleanable metal mesh.
- C. Disposable Panel Filters: 2-inch- (50-mm-) thick, factory-fabricated, flat-panel-type, disposable air filters with holding frames, with a minimum efficiency report value of 6 according to ASHRAE 52.2 and 90 percent average arrestance according to ASHRAE 52.1.
 - 1. Media: Interlaced glass fibers.
 - 2. Frame: Galvanized steel.

2.7 DAMPERS

- A. Outdoor-Air Damper: Galvanized-steel, opposed-blade dampers with vinyl blade seals and stainless-steel jamb seals, having a maximum leakage of 10 cfm/sq. ft. (51 L/s per sq. m) of damper area, at differential pressure of 2-inch wg (448 Pa).
- B. Damper Operator: Direct coupled, electronic with spring return or fully modulating as required by the control sequence.



2.8 INDIRECT-FIRED GAS FURNACE

- A. Description: Factory assembled, piped, and wired; and complying with ANSI Z21.47, "Gas-Fired Central Furnaces," and NFPA 54, "National Fuel Gas Code."
 - 1. AGA Approval: Designed and certified by and bearing label of AGA.
 - 2. Burners: Stainless steel.
 - a. Gas Control Valve: Modulating.
 - b. Fuel: Natural gas.
 - c. Minimum Thermal Efficiency: 80 percent.
 - d. Ignition: Electronically controlled electric spark with flame sensor.
- B. Venting: Gravity vented.
- C. Power Vent: Integral, motorized centrifugal fan interlocked with gas valve.
- D. Combustion-Air Intake: Separate combustion-air intake and vent terminal assembly.
- E. Inside Unit External Housing: Steel cabinet with integral support inserts and removable bottom arranged to serve as drain pan.
- F. Outside Unit External Housing: Weatherproof steel cabinet with integral support inserts and removable bottom arranged to serve as drain pan.
 - 1. External Casing and Cabinet Finish: Baked enamel over corrosion-resistant-treated surface in color to match fan section.
- G. Internal Casing: Aluminized steel, arranged to contain airflow, with duct flanges at inlet and outlet.
- H. Heat Exchanger: Stainless steel.
- I. Heat-Exchanger Drain Pan: Stainless steel.
- J. Safety Controls:
 - 1. Vent Flow Verification: Flame rollout switch.
 - 2. Control Transformer: 24-V ac.
 - 3. High Limit: Thermal switch or fuse to stop burner.
 - 4. Gas Train: Regulated, redundant, 24-V ac gas valve assembly containing pilot solenoid valve, electronic-modulating temperature control valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff all in one body.
 - 5. Purge-period timer shall automatically delay burner ignition and bypass low-limit control.
 - 6. Gas Manifold: Safety switches and controls to comply with ANSI standards and IRI.
 - 7. Airflow Proving Switch: Differential pressure switch senses correct airflow before energizing pilot.
 - 8. Automatic-Reset, High-Limit Control Device: Stops burner and closes main gas valve if high-limit temperature is exceeded.
 - 9. Safety Lockout Switch: Locks out ignition sequence if burner fails to light after three tries. Controls are reset manually by turning the unit off and on.

2.9 CONTROLS

- A. Factory-wired, fuse-protected control transformer, connection for power supply and field-wired unit to remote control panel.
- B. Control Panel: Recessed, with trim ring, remote panel, with engraved plastic cover, and the following lights and switches:
 - 1. On-off-auto fan switch.
 - 2. Automatic changeover.
 - 3. Supply-fan operation indicating light.
 - 4. Heating operation indicating light.
 - 5. Thermostat.
 - 6. Damper position potentiometer.
 - 7. Cooling operation indicating light.
 - 8. Dirty-filter indicating light operated by unit-mounted differential pressure switch.
 - 9. Safety-lockout indicating light.
- C. Refer to Section "HVAC Instrumentation and Controls" for control equipment and sequence of operation.
- D. Control Devices:
 - 1. Remote Thermostat: Adjustable room thermostat with temperature readout.
 - 2. Remote Setback Thermostat: Adjustable room thermostat without temperature readout.
 - 3. Static-Pressure Transmitter: Nondirectional sensor with suitable range for expected input, and temperature compensated.
 - 4. Fire-Protection Thermostats: Fixed or adjustable settings to operate at not less than 75 deg F (24 deg C) above normal maximum operating temperature.
 - 5. Timers: Seven-day, programming-switch timer with synchronous-timing motor and seven-day dial; continuously charged, nickel-cadmium-battery-driven, eight-hour, power-failure carryover; multiple-switch trippers; minimum of two and maximum of eight signals per day with two normally open and two normally closed output contacts.
 - 6. Ionization-Type Smoke Detectors: 24-V dc, nominal; self-restoring; plug-in arrangement; integral visual-indicating light; sensitivity that can be tested and adjusted in place after installation; integral addressable module; remote controllability; responsive to both visible and invisible products of combustion; self-compensating for changes in environmental conditions.
- E. Fan Control: Timer starts and stops indirect-fired H&V unit and exhaust fan(s).
 - 1. Fan-Discharge Thermostat: Stops fan on burner failure when outdoor-air temperature is less than 40 deg F (4 deg C).
- F. Outdoor-Air Damper Control, 100 Percent Outdoor-Air Units: Outdoor-air damper shall open when supply fan starts, and close when fan stops.
- G. Mixed Outdoor- and Return-Air Damper Control: When fan is running, outdoor- and return-air dampers shall modulate to supply minimum outdoor air as follows:



1. Minimum 30 percent outdoor air.
2. Outdoor-air quantity adjusted by potentiometer on control panel.
3. Outdoor-air quantity to maintain minimum building static pressure.

H. Temperature Control: Operates gas valve to maintain supply-air temperature.

1. Operates gas valve to maintain discharge-air temperature with factory-mounted sensor in blower outlet.
2. Operates gas valve to maintain space temperature with wall-mounting, field-wired sensor with temperature adjustment, and adjustment on remote-control panel.
3. Timer shall select remote setback thermostat to maintain space temperature at 5 deg F (13 deg C.).
4. Furnace Control: Two or four steps of control using one or two furnace sections in series.
5. Furnace Control: 20 to 100 percent modulation of the firing rate. 10 to 100 percent with dual furnace units.

2.10 CAPACITIES AND CHARACTERISTICS: refer to drawing schedules for capacity.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting installation of indirect-fired H&V units.
- B. Examine roughing-in for piping, ducts, and electrical systems to verify actual locations of connections before equipment installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install gas-fired units according to NFPA 54, "National Fuel Gas Code."
- B. Install floor-mounted units on restrained, spring isolators with minimum 1-inch (25-mm) static deflection; refer to Division 15 Section "Mechanical Vibration and Seismic Controls."
- C. Install controls and equipment shipped by manufacturer for field installation with indirect-fired H&V units.

3.3 CONNECTIONS

- A. Piping Connections: Drawings indicate general arrangement of piping, fittings, and specialties. Install piping adjacent to machine to allow service and maintenance.



1. Gas Piping: Comply with requirements in Section "Fuel Gas Piping." Connect gas piping with shutoff valve and union and with sufficient clearance for burner removal and service. Provide AGA-approved flexible connectors.
2. Drain: Comply with requirements in Section "Sanitary Waste and Vent Piping" for traps and accessories on piping connections to evaporative cooling units.
- B. Duct Connections: Duct installation requirements are specified in Section "Metal Ducts." Drawings indicate the general arrangement of ducts. Connect supply ducts to indirect-fired H&V units with flexible duct connectors. Flexible duct connectors are specified in Section "Duct Accessories."
- C. Ground equipment according to Division 26 Section "Grounding and Bonding."
- D. Connect wiring according to Division 26 Section "Conductors and Cables."

3.4 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 perform the following:
 1. Inspect for visible damage to furnace combustion chamber.
 2. Inspect casing insulation for integrity, moisture content, and adhesion.
 3. Verify that clearances have been provided for servicing.
 4. Verify that controls are connected and operable.
 5. Verify that filters are installed.
 6. Purge gas line.
 7. Inspect and adjust vibration isolators and seismic restraints.
 8. Verify bearing lubrication.
 9. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
 10. Adjust fan belts to proper alignment and tension.
 11. Start unit according to manufacturer's written instructions.
 12. Complete startup sheets and attach copy with Contractor's startup report.
 13. Inspect and record performance of interlocks and protective devices; verify sequences.
 14. Operate unit for run-in period recommended by manufacturer.
 15. Perform the following operations for both minimum and maximum firing and adjust burner for peak efficiency:
 - a. Gas Burner:
 - 1) Measure gas pressure at manifold.
 - 2) Measure combustion-air temperature at inlet to combustion chamber.
 - 3) Measure supply-air temperature and volume when burner is at maximum firing rate and when burner is off. Calculate useful heat to supply air.
 16. Calibrate thermostats.
 17. Adjust and inspect high-temperature limits.



18. Inspect dampers, if any, for proper stroke and interlock with return-air dampers.
 19. Start evaporative cooler system and measure and record the following:
 - a. Leaving-air, dry- and wet-bulb temperatures.
 - b. Entering-air, dry- and wet-bulb temperatures.
 20. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
 21. Measure and record airflow. Plot fan volumes on fan curve.
 22. Verify operation of remote panel, including pilot-operation and failure modes. Inspect the following:
 - a. High-limit heat.
 - b. Alarms.
 23. After startup and performance testing, change filters, verify bearing lubrication, and adjust belt tension.
- C. Remove and replace malfunctioning components that do not pass tests and inspections and retest as specified above.
- D. Prepare written report of the results of startup services.

3.5 ADJUSTING

- A. Adjust initial temperature set points.
- B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Occupancy Adjustments: When requested within 1 year of final acceptance by Commissioner, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to instruct Commissioner's maintenance personnel to adjust, operate, and maintain indirect-fired H&V units. Refer to Section "DDC General Conditions".

END OF SECTION 23 73 33.16



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FMS No. - P109STARA
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SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Electrical equipment coordination and installation.
 2. Sleeves for raceways and cables.
 3. Sleeve seals.
 4. Grout.
 5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 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 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. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."

PART II - 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 and no side more than 16 inches thickness shall be 0.052 inch

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, but are not limited to, the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 3. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 4. Pressure Plates Carbon steel. Include two for each sealing element.
 - 5. 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.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, Starlight Park Comfort Station



noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART III - 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.

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 above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch 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 Sealants."

- 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 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 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.

END OF SECTION 26 05 00



SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. 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.

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 authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified 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 authorities having jurisdiction, 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 II - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- B. Copper Conductors: Comply with NEMA WC 70.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.
- D. Multiconductor Cable: Comply with NEMA WC 70 for armored cable, Type AC, 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:
 - 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 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

PART III - 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.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway or Armored cable, Type AC or Metal-clad cable, Type MC.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- H. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.



- I. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- J. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.

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. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

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. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. 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. 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.
- C. 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.
- D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19



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SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 methods and materials for grounding systems and equipment.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART II - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.



6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to Commissioner for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

PART III - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
 3. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Common Ground Bonding with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning



protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal.
- B. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Commissioner promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26



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SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal 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. 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.

D. Qualification Data: For professional engineer and testing agency.

E. 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 Commissioner, and marked for intended use.

B. Comply with NFPA 70.

PART II - 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. Alflec 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.

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: set-screw or 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, 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.
- E. Finish: Manufacturer's standard enamel finish.

2.3 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. Spring City Electrical Manufacturing Company.
 9. Thomas & Betts Corporation.
 10. Walker Systems, Inc.; Wiremold Company (The).
- 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. Metal Floor Boxes: Cast or sheet metal fully adjustable, rectangular.



- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- G. 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.
- H. 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.

2.4 SLEEVES FOR RACEWAYS

- 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-inch thickness as indicated and of length to suit application.

2.5 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.

PART III - 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: Rigid steel conduit.



3. Underground Conduit: Rigid steel conduit, direct buried.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R
- B. Comply with the following indoor applications, unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: EMT.
 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. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 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: Rigid steel conduit.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch 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.
- E. 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 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. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- E. 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.



- F. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- G. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
- 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 pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- K. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. 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.
- M. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations.
- N. 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.
- O. Set metal floor boxes level and flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS



- A. 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.
- B. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- C. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- 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 above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint.
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials.
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space.



between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 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.
 - 2. Repair damage to paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33



SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Identification for raceway and metal-clad cable.
 2. Identification for conductors and communication and control cable.
 3. Warning labels and signs.
 4. Instruction signs.
 5. Equipment identification labels.
 6. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical 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.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.



1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, 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 II - 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. Color for Printed Legend:
 - 1. Power Circuits: Black letters on an orange field.
 - 2. Legend: Indicate system or service and voltage, if applicable.
- 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. Snap-Around Labels: 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: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.2 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.



- C. Baked-Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
 - 3. "ELECTRICAL ROOM - NO STORAGE PERMITTED"

2.3 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. in. and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.4 EQUIPMENT IDENTIFICATION LABELS

- A. 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.
- B. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch .

2.5 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch
 - 2. Tensile Strength: 50 lb, minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black, except where used for color-coding.
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.



PART III - 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. Power-Circuit Conductor Identification: For primary and secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, 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.
- C. 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. Identify each ungrounded conductor according to source and circuit number.
- D. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data 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 Operation and Maintenance Manual.
- E. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
 - 1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - 2. 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.
- F. 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.
 - 2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer.



- G. 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 Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch- high label; where 2 lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. 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. Emergency system boxes and enclosures.
 - d. Disconnect switches.
 - e. Power transfer equipment.
 - f. Power-generating units.

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. 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 maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Color-Coding for Phase Identification: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
 2. Colors for 208/120-V Circuits:



- a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
3. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches 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.
- 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. Painted Identification: Prepare surface and apply paint according to Division 9 painting Sections.

END OF SECTION 26 05 53



SECTION 26 09 23

LIGHTING CONTROL DEVICES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 lighting control devices:
 - 1. Time switches.
 - 2. Indoor occupancy sensors.
 - 3. Lighting contactors.
 - 4. Conductors and Cables.
- B. Related Sections include the following:
 - 1. Division 26 Section "Wiring Devices" for wall-box dimmers, wall-switch occupancy sensors, and manual light switches.

1.3 DEFINITIONS

- A. LED: Light-emitting diode.
- B. PIR: Passive infrared.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.



- E. Manufacturer shall submit a written statement confirming that the products submitted meet every aspect of the performance described in the specifications and drawings. If there are any discrepancies, manufacturer shall note them and describe how the submitted product differs and how it the performance is met in a different method than the description in the basis of design.
- F. The Commissioner reserve the right to change any of the zone designations for the lighting control circuits up until the date the final submittal responses are due back to the Contractor. These shall be considered "clarifications" as long as the overall quantity, wattage and number of zones and system elements remain the same. Zones designated as spares may be utilized at this time without incurring any additional costs to the City of New York.
- G. These controls have been designed to meet requirements for the NYS Energy Conservation Code. Any significant variations from the specified performance will require the proposed manufacturer to generate submittals of energy consumption and cost benefit analyses to demonstrate equivalency.

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 Commissioner, and marked for intended use.

1.6 COORDINATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression system, and partition assemblies.

PART II - PRODUCTS

2.1 TIME SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - 1. Area Lighting Research, Inc.; Tyco Electronics.
 - 2. Grasslin Controls Corporation; a GE Industrial Systems Company.
 - 3. Intermatic, Inc.
 - 4. Leviton Mfg. Company Inc.
 - 5. Lightolier Controls; a Genlyte Company.
 - 6. Lithonia Lighting; Acuity Lighting Group, Inc.
 - 7. Paragon Electric Co.; Invensys Climate Controls.
 - 8. Square D; Schneider Electric.
 - 9. TORK.
 - 10. Touch-Plate, Inc.
 - 11. Watt Stopper (The).



- B. Electronic Time Switches: Electronic, solid-state programmable units with alphanumeric display; complying with UL 917.
1. Contact Configuration: DPST.
 2. Contact Rating: 30-A inductive or resistive, 240-V ac.
 3. Program: 8 on-off set points on a 24-hour schedule and an annual holiday schedule that overrides the weekly operation on holidays.
 4. Program: 2 on-off set points on a 24-hour schedule, allowing different set points for each day of the week and an annual holiday schedule that overrides the weekly operation on holidays.
 5. Astronomic Time: All channels.
 6. Battery Backup: For schedules and time clock.
- C. Electromechanical-Dial Time Switches: Type complying with UL 917.
1. Contact Configuration: DPST.
 2. Contact Rating: 30-A inductive or resistive, 240-V ac, (20-A ballast load).
 3. Circuitry: Allow connection of a photoelectric relay as substitute for on-off function of a program.
 4. Astronomic time dial.
 5. Eight-Day Program: Uniquely programmable for each weekday and holidays.
 6. Skip-a-day mode.
 7. Wound-spring reserve carryover mechanism to keep time during power failures, minimum of 16 hours.

2.2 INDOOR PHOTOELECTRIC SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Watt Stopper (The).
 2. Area Lighting Research, Inc.; Tyco Electronics.
 3. Eaton Electrical Inc; Cutler-Hammer Products.
 4. Grasslin Controls Corporation; a GE Industrial Systems Company.
 5. Intermatic, Inc.
 6. Paragon Electric Co.; Invensys Climate Controls.
 7. Square D; Schneider Electric.
 8. TORK.
- B. Basis-of-Design Product:
1. Watt Stopper (The).
- C. Ceiling-Mounted Photoelectric Switch: Solid-state, light-level sensor unit, with separate relay unit, to detect changes in lighting levels that are perceived by the eye. Cadmium sulfide photoresistors are not acceptable.
1. Sensor Output: Contacts rated to operate the associated relay, complying with UL 773A. Sensor shall be powered from the relay unit.



2. Relay Unit: Dry contacts rated for 20-A ballast load at 120-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
3. Light-Level Monitoring Range: 10 to 200 fc, with an adjustment for turn-on and turn-off levels within that range.
4. Time Delay: Adjustable from 5 to 300 seconds to prevent cycling, with deadband adjustment.
5. Indicator: Two LEDs to indicate the beginning of on-off cycles.

2.3 INDOOR OCCUPANCY SENSORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Watt Stopper (The).
 2. Leviton Mfg. Company Inc.
 3. Sensor Switch, Inc.
- B. Basis-of-Design Product:
1. Watt Stopper (The).
- C. Sensors shall be preset to operate in the Manual-on, Automatic off mode, such that the automatic off can never be overridden, even if the occupants turns off the lights manually. In the case of a ceiling occupancy sensor, supply electronic momentary contact switches to provide the manual-on function. All switches shall be labeled to indicate the zone controlled.
- D. General Description: Wall- or ceiling-mounting, solid-state units with a separate relay unit.
1. Operation: Unless otherwise indicated, turn lights on when covered area is occupied and/or off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 2. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor shall be powered from the relay unit.
 3. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
 4. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.
 - b. Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
 5. Indicator: LED, to show when motion is being detected during testing and normal operation of the sensor.
 6. Bypass Switch: Override the on function in case of sensor failure.
 7. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc; keep lighting off when selected lighting level is present.



- E. PIR Type: Ceiling mounting; detect occupancy by sensing a combination of heat and movement in area of coverage.
1. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in..
 2. Detection Coverage (Room): Detect occupancy anywhere in a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
 3. Detection Coverage (Corridor): Detect occupancy within 90 feet when mounted on a 10-foot- high ceiling.
- F. Ultrasonic Type: Ceiling mounting; detect occupancy by sensing a change in pattern of reflected ultrasonic energy in area of coverage.
1. Detector Sensitivity: Detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 2. Detection Coverage (Small Room): Detect occupancy anywhere within a circular area of 600 sq. ft. when mounted on a 96-inch- high ceiling.
 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
 4. Detection Coverage (Large Room): Detect occupancy anywhere within a circular area of 2000 sq. ft. when mounted on a 96-inch- high ceiling.
 5. Detection Coverage (Corridor): Detect occupancy anywhere within 90 feet when mounted on a 10-foot- high ceiling in a corridor not wider than 14 feet .
- G. Dual-Technology Type: Ceiling mounting; detect occupancy by using a combination of PIR and ultrasonic detection methods in area of coverage. Particular technology or combination of technologies that controls on-off functions shall be selectable in the field by operating controls on unit.
1. Sensitivity Adjustment: Separate for each sensing technology.
 2. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in. and detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s .
 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.

2.4 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."



PART III – EXECUTION

3.1 GENERAL

- A. NYS Energy Code and ASHRAE/IESNA Std. 90.1 have mandatory requirements for lighting controls. Lighting fixtures must be turned off automatically whenever spaces are unoccupied.

3.2 SENSOR INSTALLATION

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.3 CONTACTOR INSTALLATION

- A. Mount electrically held lighting contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.4 WIRING INSTALLATION

- A. Wiring Method: Comply with Division 26 Section "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size shall be 3/4 inch.
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
 - 2. Operational Test: Verify operation of each lighting control device, and adjust time delays.
- B. Lighting control devices that fail tests and inspections are defective work.



3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.7 FACTORY COMMISSIONING

- A. Upon completion of the installation, the system shall be commissioned by the manufacturer's factory authorized representative who will verify a complete fully functional system.
- B. The Contractor shall provide both the manufacturer and the Commissioner with ten working days written notice of the system startup and adjustment date.
- C. Upon completion of the system commissioning the factory-authorized technician shall provide the proper instruction to the Commissioner's personnel on the adjustment and maintenance of the system.

3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to instruct maintenance personnel to adjust, operate, and maintain lighting control devices. Refer to General Conditions for minimum Demonstration and Instruction requirements.

END OF SECTION 26 09 23



**Department of
Design and
Construction**

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SECTION 26 24 16

PANELBOARDS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Distribution panelboards.
 2. Lighting and appliance branch-circuit panelboards.

1.3 SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 3. Detail bus configuration, current, and voltage ratings.
 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 5. Include evidence of NRTL listing for series rating of installed devices.
 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 7. Include wiring diagrams for power, signal, and control wiring.
 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.
- C. 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.
- D. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing
- E. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in General Conditions, include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations:
 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding minus 22 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet.



B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

1.7 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

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. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Two spares for each panelboard.

PART II - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Enclosures: Flush- and surface-mounted cabinets.

1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.



4. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
 5. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
 6. Finishes:
 - a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.
 - c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.
 7. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.
- B. Incoming Mains Location: Top and bottom.
- C. Phase, Neutral, and Ground Buses:
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- D. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Mechanical type.
 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
 4. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- E. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- F. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

- 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
 5. Electro Tech.
 6. All City Switchboard Corp.



7. Metropolitan Electric Mfg. Co.
 8. Electric Switchboard Co.
 9. Galaxy Switchgear Industries.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Door-in-door trim, secured with vault-type latch with tumbler lock; keyed alike,
1. For doors more than 36 inches high, provide two latches, keyed alike.
- D. Mains: Lugs only.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
 5. Electro Tech.
 6. All City Switchboard Corp.
 7. Metropolitan Electric Mfg. Co.
 8. Electric Switchboard Co.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: lugs only.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Door-in-door trim, secured with flush latch with tumbler lock; keyed alike.
- F. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.



2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. 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 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 4. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
 5. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
 6. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

2.5 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.



- B. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NECA 407.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- C. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- F. Install filler plates in unused spaces.
- G. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.
- H. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- I. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Division 26 Section "Electrical Identification."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Division 26 Section "Electrical Identification."
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Division 26 Section "Electrical Identification."



3.4 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- B. 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.
- C. Panelboards will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports, including a certified report that identifies panelboards included 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 component to function smoothly, and lubricate as recommended by manufacturer.
- B. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
 - 1. Measure as directed during period of normal system loading.
 - 2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
 - 3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
 - 4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

END OF SECTION 26 24 16



SECTION 26 27 13

ELECTRICITY METERING

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 equipment for electricity metering by utility company.

1.3 DEFINITIONS

- A. KY Pulse: Term used by the metering industry to describe a method of measuring consumption of electricity that is based on a relay opening and closing in response to the rotation of the disk in the meter.
- B. PC: Personal computer.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For electricity-metering equipment.
 - 1. Dimensioned plans and sections or elevation layouts.
 - 2. Wiring Diagrams: For power, signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance. Indicate recommended types, wire sizes, and circuiting arrangements for field-installed wiring, and show circuit protection features.
- C. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. 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.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical 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 electrical service according to requirements indicated:
1. Notify Commissioner no fewer than two days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Commissioner written permission.

1.7 COORDINATION

- A. Electrical Service Connections: Coordinate with utility companies and components they furnish as follows:
1. Comply with requirements of utilities providing electrical power services.
 2. Coordinate installation and connection of utilities and services, including provision for electricity-metering components.

PART II - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

- A. Meters will be furnished by utility company.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets: Comply with requirements of electrical-power utility company.

PART III - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to NECA 400 switchboard installation requirements.



3.2 IDENTIFICATION

- A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
 - 1. Series Combination Warning Label: Self-adhesive type, with text as required by NFPA 70.
 - 2. Equipment Identification Labels: Adhesive film labels with clear protective overlay.

3.3 FIELD QUALITY CONTROL

- A. 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.
- B. Tests and Inspections:
 - 1. Connect a load of known kilowatt rating, 2 kW minimum, to a circuit supplied by metered feeder.
 - 2. Turn off circuits supplied by metered feeder and secure them in off condition.
 - 3. Run test load continuously for eight hours minimum, or longer, to obtain a measurable meter indication. Use test-load placement and setting that ensures continuous, safe operation.
 - 4. Check and record meter reading at end of test period and compare with actual electricity used, based on test-load rating, duration of test, and sample measurements of supply voltage at test-load connection. Record test results.
- C. Electricity metering will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 26 27 13



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SECTION 26 27 26

WIRING DEVICES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Twist-locking receptacles.
3. Wall-box motion sensors.
4. Snap switches and wall-box dimmers.
5. Solid-state fan speed controls.
6. Wall-switch and exterior occupancy sensors.
7. Communications outlets.
8. Pendant cord-connector devices.
9. Cord and plug sets.
10. Floor service outlets, poke-through assemblies and multioutlet assemblies.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. TVSS: Transient voltage surge suppressor.
- E. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.



- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to Commissioner, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Receptacles for Equipment Furnished by others: Match plug configurations.
 - 1. Cord and Plug Sets: Match equipment requirements.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described in subparagraphs below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Service Outlet Assemblies: One for every 10, but no fewer than one.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. Provide product of the following, manufacturers or approved equal:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).



2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).
- B. Tamper-Resistant Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; TR8300.
 - b. Hubbell; HBL8300SG.
 - c. Leviton; 8300-SGG.
 - d. Pass & Seymour; 63H.

2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084.

2.4 TWIST-LOCKING RECEPTACLES

- A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration L5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; L520R.
 - b. Hubbell; HBL2310.



- c. Leviton; 2310.
- d. Pass & Seymour; L520-R.

2.5 PENDANT CORD-CONNECTOR DEVICES

- A. Description: Matching, locking-type plug and receptacle body connector; NEMA WD 6 configurations L5-20P and L5-20R, heavy-duty grade.
 - 1. Body: Nylon with screw-open cable-gripping jaws and provision for attaching external cable grip.
 - 2. External Cable Grip: Woven wire-mesh type made of high-strength galvanized-steel wire strand, matched to cable diameter, and with attachment provision designed for corresponding connector.

2.6 CORD AND PLUG SETS

- A. Description: Match voltage and current ratings and number of conductors to requirements of equipment being connected.
 - 1. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and equipment-rating ampacity plus a minimum of 30 percent.
 - 2. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

2.7 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A, Toggle Lighted Handle – Illuminated Off, AC quiet Switch, Industrial grade, Self Grounding Clear:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
 - b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
 - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
 - d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).
- C. Pilot Light Switches, 20 A:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 2221PL for 120 V and 277 V.
 - b. Hubbell; HPL1221PL for 120 V and 277 V.
 - c. Leviton; 1221-PLR for 120 V, 1221-7PLR for 277 V.
 - d. Pass & Seymour; PS20AC1-PLR for 120 V.



2. Description: Single pole, with neon-lighted handle, illuminated when switch is "ON."

D. Key-Operated Switches, 120/277 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 2221L.
 - b. Hubbell; HBL1221L.
 - c. Leviton; 1221-2L.
 - d. Pass & Seymour; PS20AC1-L.

2. Description: Single pole, with factory-supplied key in lieu of switch handle.

E. Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 1995.
 - b. Hubbell; HBL1557.
 - c. Leviton; 1257.
 - d. Pass & Seymour; 1251.
 - e. Watt Stopper, DCC2

F. Key-Operated, Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 1995L.
 - b. Hubbell; HBL1557L.
 - c. Leviton; 1257L.
 - d. Pass & Seymour; 1251L.

2.8 COMMUNICATIONS OUTLETS

A. Telephone Outlet:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 3560-6.
 - b. Leviton; 40649.



2. Description: Single RJ-45 jack for terminating 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e. Comply with UL 1863.
- B. Combination TV and Telephone Outlet:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 3562.
 - b. Leviton; 40595.
 2. Description: Single RJ-45 jack for 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e; and one Type F coaxial cable connector.

2.9 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: Brushed Stainless.
 3. Material for Unfinished Spaces: Galvanized steel.
 4. Material for Damp Locations: Thermoplastic with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant with lockable cover.

PART III - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:



1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Division 26 Section "Electrical Identification."



1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Receptacles:
 1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION 26 27 26



SECTION 26 28 13

FUSES

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Cartridge fuses rated 600 V and less for use in switches and panelboards.
2. Spare-fuse cabinets.

1.3 SUBMITTALS

- A. Product Data: Include the following for each fuse type indicated:

1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
2. Let-through current curves for fuses with current-limiting characteristics.
3. Time-current curves, coordination charts and tables, and related data.

- B. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

1. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
2. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

- C. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in General Conditions, include the following:
 - a. Let-through current curves for fuses with current-limiting characteristics.
 - b. Time-current curves, coordination charts and tables, and related data.
 - c. Ambient temperature adjustment information.



1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100.
- C. Comply with NEMA FU 1.
- D. Comply with NFPA 70.

1.5 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.6 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size.

1.7 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. Fuses: Quantity equal to 15 percent of each fuse type and size, but no fewer than 3 of each type and size.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cooper Bussman, Inc.
 - 2. Eagle Electric Mfg. Co., Inc.; Cooper Industries, Inc.
 - 3. Ferraz Shawmut, Inc.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class and current rating indicated; voltage rating consistent with circuit voltage.



2.3 SPARE-FUSE CABINET

- A. Cabinet: Wall-mounted, 0.05-inch- thick steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.
 - 1. Size: Adequate for storage of spare fuses specified with 15 percent spare capacity minimum.
 - 2. Finish: Gray, baked enamel.
 - 3. Identification: "SPARE FUSES" in 1-1/2-inch- high letters on exterior of door.
 - 4. Fuse Pullers: For each size of fuse.

PART III - EXECUTION

3.1 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- B. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Service Entrance: Class RK1, fast acting.
- B. Feeders: Class RK1, fast acting
- C. Other Branch Circuits: Class RK1, time delay.

3.3 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- B. Install spare-fuse cabinet.

3.4 IDENTIFICATION

- A. Install labels indicating fuse replacement information on inside door of each fused switch.

END OF SECTION 26 28 13



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FMS No. - P109STARA
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SECTION 26 28 16

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 individually mounted, enclosed switches and circuit breakers:
 - 1. Fusible switches.
 - 2. Bolted-pressure contact switches.
 - 3. Enclosures.

1.3 DEFINITIONS

- A. GD: General duty.
- B. GFCI: Ground-fault circuit interrupter.
- C. HD: Heavy duty.
- D. 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, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current rating.
 - 4. UL listing for series rating of installed devices.
 - 5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- B. Shop Drawings: Diagram power, signal, and control wiring.



- C. Field quality-control test reports including the following:
 - 1. Test results that comply with requirements.
 - 2. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.
- E. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in General Conditions, include the following:
 - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100.
- B. Comply with NFPA 70.
- 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.

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 and not exceeding 104 deg F.
 - 2. Altitude: Not exceeding 6600 feet.

1.7 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

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. Spares: For the following:



- a. Fuses for Fusible Switches: 3 of each size.
2. Spare Indicating Lights: Six of each type installed.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Available Manufacturers:
 1. Eaton Corporation; Cutler-Hammer Products.
 2. General Electric Co.; Electrical Distribution & Control Division.
 3. Siemens Energy & Automation, Inc.
 4. Square D/Group Schneider.
- B. Fusible Switch, 600 A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. 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; and labeled for copper and aluminum neutral conductors.

2.3 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 1. Outdoor Locations: NEMA 250, Type 3R.

PART III - 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONCRETE BASES

- A. Coordinate size and location of concrete bases. Verify structural requirements with Commissioner.

3.3 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 26 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

- A. Prepare for acceptance testing as follows:
 - 1. Inspect mechanical and electrical connections.
 - 2. Verify switch and labeling verification.
 - 3. Verify rating of installed fuses.
 - 4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.
- B. Perform the following field tests and inspections and prepare test reports:



1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches. 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.

3.6 CLEANING AND ADJUSTING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 26 28 16



**Department of
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FMS No. - P109STARA
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SECTION 26 29 13

ENCLOSED CONTROLLERS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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 ac, enclosed controllers rated 600 V and less, of the following types:

1. Across-the-line, manual and magnetic controllers.
2. Multispeed controllers.

1.3 SUBMITTALS

- A. Product Data: For each type of enclosed controller. Include dimensions and manufacturer's technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each enclosed controller.
1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Each installed unit's type and details.
 - b. Nameplate legends.
 - c. Short-circuit current rating of integrated unit.
 - d. UL listing for series rating of overcurrent protective devices in combination controllers.
 - e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices in combination controllers.
 2. Wiring Diagrams: Power, signal, and control wiring.
- C. Coordination Drawings: Floor plans, drawn to scale, showing dimensioned layout, required working clearances, and required area above and around enclosed controllers where pipe and ducts are prohibited. Show enclosed controller layout and relationships between electrical components and adjacent structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate field measurements.

- D. Qualification Data: For manufacturer and testing agency.
- E. Field quality-control test reports.
- F. Operation and Maintenance Data: For enclosed controllers to include in emergency, operation, and maintenance manuals. In addition to items specified in General Conditions Sections, include the following:
 - 1. Routine maintenance requirements for enclosed controllers and all installed components.
 - 2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
- G. Load-Current and Overload-Relay Heater List: Compile after motors have been installed and arrange to demonstrate that selection of heaters suits actual motor nameplate full-load currents.
- H. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed and arrange to demonstrate that dip switch settings for motor running overload protection suit actual motor to be protected.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer. Maintain, within proximity of Project site, a service center capable of providing instruction, parts, and emergency maintenance and repairs.
- B. 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 Commissioner.
- C. Source Limitations: Obtain enclosed controllers of a single type through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with NFPA 70.
- F. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed controllers, minimum clearances between enclosed controllers, and for adjacent surfaces and other items. Comply with indicated maximum dimensions and clearances.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store enclosed controllers indoors in clean, dry space with uniform temperature to prevent condensation. Protect enclosed controllers from exposure to dirt, fumes, water, corrosive substances, and physical damage.
- B. If stored in areas subject to weather, cover enclosed controllers to protect them from weather, dirt, dust, corrosive substances, and physical damage. Remove loose packing and flammable materials from inside controllers; install electric heating of sufficient wattage to prevent condensation.



1.6 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical 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 electrical service according to requirements indicated:
 - 1. Notify Commissioner or Commissioner's Representative no fewer than two days in advance of proposed interruption of electrical service.
 - 2. Indicate method of providing temporary utilities.
 - 3. Do not proceed with interruption of electrical service without Commissioner's or Commissioner's Representative's written permission.

1.7 COORDINATION

- A. Coordinate layout and installation of enclosed controllers with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.
- C. Coordinate installation of roof curbs, equipment supports, and roof penetrations.
- D. Coordinate features of enclosed controllers and accessory devices with pilot devices and control circuits to which they connect.
- E. Coordinate features, accessories, and functions of each enclosed controller with ratings and characteristics of supply circuit, motor, required control sequence, and duty cycle of motor and load.

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. Spare Fuses: Furnish one spare for every five installed, but no fewer than one set of three of each type and rating.
 - 2. Indicating Lights: Two of each type installed.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal.
 - 1. ABB Power Distribution, Inc.; ABB Control, Inc. Subsidiary.



2. Danfoss Inc.; Danfoss Electronic Drives Div.
3. Eaton Corporation; Cutler-Hammer Products.
4. General Electrical Company; GE Industrial Systems.
5. Rockwell Automation; Allen-Bradley Co.; Industrial Control Group.
6. Siemens/Furnas Controls.
7. Square D.

2.2 ACROSS-THE-LINE ENCLOSED CONTROLLERS

- A. Manual Controller: NEMA ICS 2, general purpose, Class A, with toggle action and overload element.
- B. Magnetic Controller: NEMA ICS 2, Class A, full voltage, nonreversing, across the line, unless otherwise indicated.
 1. Control Circuit: 120 V; obtained from integral control power transformer with a control power transformer of sufficient capacity to operate connected pilot, indicating and control devices, plus 100 percent spare capacity.
 2. Overload Relay: Ambient-compensated type with inverse-time-current characteristic and NEMA ICS 2, Class 30 tripping characteristic. Provide with heaters or sensors in each phase matched to nameplate full-load current of specific motor to which they connect and with appropriate adjustment for duty cycle.
 3. Adjustable Overload Relay: Dip switch selectable for motor running overload protection with NEMA ICS 2, Class 30 tripping characteristic, and selected to protect motor against voltage and current unbalance and single phasing. Provide relay with Class II ground-fault protection, with start and run delays to prevent nuisance trip on starting.
- C. Combination Magnetic Controller: Factory-assembled combination controller and disconnect switch.
 1. Fusible Disconnecting Means: NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 947-4-1, as certified by an NRTL.
 2. Nonfusible Disconnecting Means: NEMA KS 1, heavy-duty, nonfusible switch.
 3. Circuit-Breaker Disconnecting Means: NEMA AB 1, motor-circuit protector with field-adjustable, short-circuit trip coordinated with motor locked-rotor amperes.

2.3 MULTISPEED ENCLOSED CONTROLLERS

- A. Multispeed Enclosed Controller: Match controller to motor type, application, and number of speeds; include the following accessories:
 1. Compelling relay to ensure that motor will start only at low speed.
 2. Accelerating relay to ensure properly timed acceleration through speeds lower than that selected.
 3. Decelerating relay to ensure automatically timed deceleration through each speed.

2.4 ENCLOSURES

- A. Description: Flush- or surface-mounting cabinets as indicated. NEMA 250, Type 1, unless otherwise indicated to comply with environmental conditions at installed location.
1. Outdoor Locations: NEMA 250, Type 3R.
 2. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
 3. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 4. Hazardous Areas: NEMA 250, Type 7C.

2.5 ACCESSORIES

- A. Devices shall be factory installed in controller enclosure, unless otherwise indicated.
- B. Push-Button Stations, Pilot Lights, and Selector Switches: NEMA ICS 2, heavy-duty type.
- C. Stop and Lockout Push-Button Station: Momentary-break, push-button station with a factory-applied hasp arranged so padlock can be used to lock push button in depressed position with control circuit open.
- D. Control Relays: Auxiliary and adjustable time-delay relays.
- E. Elapsed Time Meters: Heavy duty with digital readout in hours.
- F. Phase-Failure and Undervoltage Relays: Solid-state sensing circuit with isolated output contacts for hard-wired connection. Provide adjustable undervoltage setting.
- G. Current-Sensing, Phase-Failure Relays for Bypass Controllers: Solid-state sensing circuit with isolated output contacts for hard-wired connection; arranged to operate on phase failure, phase reversal, current unbalance of from 30 to 40 percent, or loss of supply voltage; with adjustable response delay.

2.6 FACTORY FINISHES

- A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested enclosed controllers before shipping.

PART III - EXECUTION**3.1 EXAMINATION**

- A. Examine areas and surfaces to receive enclosed controllers for compliance with requirements, installation tolerances, and other conditions affecting performance.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Select features of each enclosed controller to coordinate with ratings and characteristics of supply circuit and motor; required control sequence; duty cycle of motor, controller, and load; and configuration of pilot device and control circuit affecting controller functions.
- B. Select horsepower rating of controllers to suit motor controlled.

3.3 INSTALLATION

- A. For control equipment at walls, bolt units to wall or mount on lightweight structural-steel channels bolted to wall.
- B. Enclosed Controller Fuses: Install fuses in each fusible switch.

3.4 IDENTIFICATION

- A. Identify enclosed controller, components, and control wiring according to Division 26 Section "Electrical Identification."

3.5 CONTROL WIRING INSTALLATION

- A. Install wiring between enclosed controllers according to Division 26.
- B. Bundle, train, and support wiring in enclosures.
- C. Connect hand-off-automatic switch and other automatic-control devices where applicable.
 - 1. Connect selector switches to bypass only manual- and automatic-control devices that have no safety functions when switch is in hand position.
 - 2. Connect selector switches with enclosed controller circuit in both hand and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.

3.6 CONNECTIONS

- A. Conduit installation requirements are specified in other Division 26 Sections. Drawings indicate general arrangement of conduit, fittings, and specialties.
- B. Ground equipment according to Division 26 Section "Grounding and Bonding."

3.7 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:



1. Test insulation resistance for each enclosed controller element, bus, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to perform the following:
1. Inspect controllers, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
 2. Assist in field testing of equipment including pretesting and adjusting of solid-state controllers.
 3. Report results in writing.
- C. Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:
1. Perform each electrical test and visual and mechanical inspection, except optional tests, stated in NETA ATS, "Motor Control - Motor Starters." 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.

3.8 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to instruct City of New York's maintenance personnel to adjust, operate, and maintain enclosed controllers.

END OF SECTION 26 29 13



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SECTION 26 52 00

INTERIOR SERVICE LIGHTING, EMERGENCY LIGHTING AND EXITS

PART I - GENERAL

1.1 RELATED DOCUMENT:

- 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. Emergency lighting units.
 2. Exit signs.

1.3 SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
1. Physical description of lighting fixture including dimensions.
 2. Emergency lighting units including battery and charger.
 3. Ballast.
 4. Energy-efficiency data.
 5. Life, output, and energy-efficiency data for lamps.
 6. Photometric data, in IESNA format, based on laboratory tests of each lighting fixture type, outfitted with lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. For indicated fixtures, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining fixtures shall be certified by the manufacturer.
 - b. Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program (NVLAP) for Energy Efficient Lighting Products.
- B. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, signed by product manufacturer.
- C. Qualification Data: For agencies providing photometric data for lighting fixtures.
- D. Field quality-control test reports.



- E. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
- F. Warranties: Special warranties specified in this Section.

1.4 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. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.5 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.6 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
 - 2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

1.7 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: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Plastic Diffusers and Lenses: 1 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Battery and Charger Data: One for each emergency lighting unit.
 - 4. Ballasts: 1 for every 100 of each type and rating installed. Furnish at least one of each type.



PART II - PRODUCTS

2.1 MANUFACTURERS

- A. In Interior Lighting Fixture Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified:
 - a. Encore Lighting
 - b. LiteAlarm
 - c. SignTex

2.2 LIGHTING FIXTURES AND COMPONENTS, GENERAL REQUIREMENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Incandescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5A.
- C. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- D. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.
- E. Metal Parts: Free of burrs and sharp corners and edges.
- F. Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.
- G. 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.
- H. 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.
 - 4. Laminated Silver Metallized Film: 90 percent.
- I. Plastic Diffusers, Covers, and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless different thickness is indicated.



- b. UV stabilized.
- 2. Glass: Annealed crystal glass, unless otherwise indicated.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

- A. Electronic Ballasts: Comply with ANSI C82.11; instant-start type, unless otherwise indicated, and designed for type and quantity of lamps served. Ballasts shall be designed for full light output unless dimmer or bi-level control is indicated.
 - 1. Sound Rating: A.
 - 2. Total Harmonic Distortion Rating: Less than 10 percent.
 - 3. Transient Voltage Protection: IEEE C62.41, Category A or better.
 - 4. Operating Frequency: 20 kHz or higher.
 - 5. Lamp Current Crest Factor: 1.7 or less.
 - 6. BF: 0.85 or higher.
 - 7. Power Factor: 0.95 or higher.

2.4 EXIT SIGNS

- A. Description: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: Fluorescent, 2 for each fixture, 20,000 hours of rated lamp life.
 - 2. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.
 - 3. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - f. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and flashing red LED.

2.5 EMERGENCY LIGHTING

- A. Description: Self-contained units complying with UL 924.



1. Battery: Sealed, maintenance-free, lead-acid type.
2. Charger: Fully automatic, solid-state type with sealed transfer relay.
3. Operation: Relay automatically turns lamp on when power supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
6. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.
7. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and flashing red LED.

2.6 FLUORESCENT LAMPS

- A. Low-Mercury Lamps: Comply with EPA's toxicity characteristic leaching procedure test; shall yield less than 0.2 mg of mercury per liter when tested according to NEMA LL 1.
- B. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life 20,000 hours, unless otherwise indicated.
- C. Compact Fluorescent Lamps: 4-Pin, CRI 80 (minimum), color temperature 3500 K, average rated life of 10,000 hours at 3 hours operation per start, unless otherwise indicated.
 1. 13 W: T4, double or triple tube, rated 900 initial lumens (minimum).
 2. 18 W: T4, double or triple tube, rated 1200 initial lumens (minimum).
 3. 26 W: T4, double or triple tube, rated 1800 initial lumens (minimum).
 4. 32 W: T4, triple tube, rated 2400 initial lumens (minimum).
 5. 42 W: T4, triple tube, rated 3200 initial lumens (minimum).
 6. 55 W: T4, triple tube, rated 4300 initial lumens (minimum).

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- B. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- C. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage. D.
Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.



- D. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

2.8 REQUIREMENTS FOR INDIVIDUAL LIGHTING FIXTURES

- A. Fixture Type: As indicated on lighting fixture schedule.

PART III - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture. B.

Support for Lighting Fixtures in or on Grid-Type Suspended Ceilings: Use grid as a support element.

1. Install a minimum of four ceiling support system rods or wires for each fixture. Locate not more than 6 inches from lighting fixture corners.
2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.

- C. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

3.2 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.
- B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results.

END OF SECTION 26 52 00



SECTION 31 13 00

TREE PROTECTION AND TREE PRUNING

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 Contractor shall retain the services of a licensed arborist to monitor condition of the existing trees throughout the construction process and to provide such services as are required to maintain the health of the existing trees.
- B. Furnish and install temporary snow fence boundary for tree protection.
- C. Protect existing tree roots
1. 6" wood chips protection layer.
 2. Temporary plywood or ground surface protection mats where construction activities are scheduled to take place beneath the drip lines of trees.
- D. Preparatory pruning of trees as directed by the Commissioner.
- E. Fertilization of existing trees,

1.3 RELATED SECTIONS

- A. Section 321216 Asphalt Concrete Pavement

1.4 TREE PROTECTION

- A. Protection and maintenance of existing trees shall be performed by qualified tree specialists at the direction of an Arborist or Tree Surgeon approved by the Commissioner, henceforth to be referred to as "Arborist." The Arborist shall recommend any treatment, materials and labor required to ensure the good health of the trees. Tree specialists approved by the Arborist and employed by the Contractor shall be responsible for implementing said treatment, materials and labor.
- B. It is the contractor's responsibility to check and verify all site conditions, both above and below the surface, prior to commencing work. Any discrepancies between information shown on the drawings and actual field conditions should be brought to the attention of the Commissioner in writing, prior to the commencement of work.



- C. Any damage to existing trees during construction shall be the contractor's responsibility. The contractor shall mitigate such damaged trees to the satisfaction of the Commissioner, at the contractor's expense.
- D. Preparatory pruning work shall be performed where required and as directed by the Arborist. This work shall be performed in accordance with ANSI A300 standards.
- E. The temporary tree protection fence boundary shall be maintained in its original location throughout the course of the contract.
- F. The contractor shall take extreme care to protect the root systems of existing trees. Bulk material, equipment, or vehicles shall not be stockpiled or parked within the dripline of any tree, or within 10 ft. of the trunk (whichever is greater) to minimize surface and subsurface root and soil compaction. This applies to all areas within or outside the contract limit line.
- G. Activity within the drip line of existing trees, where deemed necessary, shall be mitigated as follows: the affected root zone of the tree(s) shall be covered with mulch to a depth of at least six (6") inches and/or with plywood in order to protect roots from damage caused by heavy equipment. Such covering shall be maintained during the course of construction and removed by hand at the conclusion of construction activities.
- H. Any excavation within the dripline, or elsewhere on site, as indicated on tree protection plan, shall be done by hand or by pneumatic excavation and in the presence of the Arborist.
- I. Roots over one (1") inch in diameter shall not be cut without the approval by the Arborist.
- J. The contractor shall exercise extreme care in removing concrete or asphalt within the dripline of existing trees - lifting rather than dragging pieces of paving.
- K. The excavation area within the dripline shall be backfilled immediately and/or roots shall be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete. If directed, soaker hoses shall be installed to facilitate properly moist conditions. No pooling of water or continuous running water shall occur within the drip line of existing trees or within the tree protection zones other than that during the irrigation process.
- L. If roots are to be exposed for a period greater than 48-hours, the exposed area shall be covered with at least 6-inches mulch and maintained during the course of construction until the area can be properly backfilled.

PART II PRODUCTS

2.1 TREE PROTECTION – SNOW FENCE

- A. Snow fence shall be 4'-0" in height, constructed of either wood or plastic, as described



below.

1. Fabric: Shall be commercially woven wood slats and wire or high-density polyethylene. Color to be bright orange.
2. Line Posts: Shall be two and one-half (2 1/2) inch diameter steel stakes.
3. Tie Wire: For wood fence shall be aluminum or steel ties. For plastic shall be general-purpose heavy plastic ties.

2.2 TREE PROTECTION WITH WOODCHIPS

- A. Wood Chips shall be clean chips free of any deleterious material such as ash or insecticide.
- B. Chips may be of any wood except wood waste generated from an Asian Longhorned beetle infestation. Wood chips produced on the site may also be used for this work. Chips shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris.

2.3 TREE PROTECTION WITH PLYWOOD OR CONSTRUCTION MATS

- A. Plywood: shall be new or gently used four (4) foot by eight (8) foot sheets with a minimum thickness of one-half (1/2") inch. CCA treated lumber is not acceptable for this Work. Hardware to fasten plywood sheets, if necessary, shall be corrosion resistant steel.
- B. Ground surface protection mats: shall be manufactured from high-density polyethylene (HPDE), one-half (1/2) inch thick minimum, measure approximately four (4) foot by eight (8) foot, be equipped with a lip on two sides that creates an overlapping joint with an adjoining mat to allow for effective load distribution between mats, have an interlocking mechanism consisting of multiple connection points uniformly spaced along the full length of the overlapping lips of adjacent mats with fixed locking pins, and a potential load bearing capacity of at least 60 tons dependent upon sub-surface properties. Mats shall be similar to "Dura Deck" as manufactured by Signature Fencing & Flooring, NY, NY or "AlturnaMATS" as manufactured by Alturnamats, Inc. Titusville, PA, or approved equal.
 1. Plywood sheets or ground surface protection mats shall be installed as a temporary protection for tree roots during construction operations and shall become the property of the Contractor after they are no longer required on site and be removed from the site at his expense.

2.4 TREE PRUNING AND FERTILIZATION

- A. Fertilizer: Fertilizer shall be Mycor Tree Root Saver, as manufactured by Plant Health Care, Inc., Pittsburgh, PA, or approved equal, and shall have the following composition by weight: Nitrogen - three percent (3%), Phosphate - four percent (4%), and Potassium - three percent (3%), Calcium - five percent (5%), Sulfur - two and one-half percent (2.5%), Magnesium - one-half percent (0.5%), and Iron - one-third percent (0.33%).



- B. In addition, the fertilizer shall contain a minimum three hundred (300) live spores of Vesicular – Arbuscular (VA) endomycorrhizal fungi per six ounce (6 oz.) scoop, including *Entrophospora columbiana*, *Glomus etunicatum*, *Glomus clarum*, and *Glomus* sp. It shall also contain a minimum ten million (10,000,000) live spores of ectomycorrhizal fungi per six ounce (6 oz.) scoop, including *Pisolithus tinctorius*. The product shall provide approximately one hundred million per pound of nitrogen fixing, phosphorus solubilizing, and growth promoting beneficial bacteria.
- C. The product shall also provide a minimum thirty percent (30%) by weight of humic acid derived from natural humates, *Yucca schidigera* extract as a wetting agent, sea kelp extract biostimulants derived from *Ascophylum nodosum*, acrylamide gel as a water absorbent.

PART III EXECUTION

3.1 TREE PROTECTION – SNOW FENCE

- A. The steel stakes shall be driven into the ground to a depth of two (2) feet. Fabric shall be secured to line stakes with three-sixteenth (3/16) inch aluminum or steel tie wire or plastic ties spaced eighteen (18) inches apart on posts. LINE POST SPACING SHALL NOT EXCEED EIGHT (8) FEET ON CENTER.
- B. The Contractor shall maintain the temporary snow fence boundary during the life of this contract and shall repair or replace all members that are disturbed, damaged, destroyed or vandalized at no extra cost to the City. Upon completion of the work, the fence shall be removed and shall become the property of the Contractor.
- C. RELOCATION: At no extra cost to the City of NY, the City of NY reserves the right to direct the Contractor to remove and reinstall snow fence within the Contract limit line. The Contractor may be asked to relocate the fence a maximum of three (3) times in excess of the initial installation.
- D. Contractor is also responsible for restoration of any lawn or pavement disturbed by fence or in areas adjacent to fencing, after removal of fencing is completed. The cost of the restoration shall be included under this item

3.2 TREE PROTECTION WITH WOODCHIPS

- A. METHOD: Wood Chip Mulch for temporary Tree root Protection during construction shall be applied to the surface of the Tree Protection Area as shown on the plans or as directed by the Commissioner. Mulch shall be applied to a uniform depth of SIX (6") inches over the entire area and shall be so distributed as to create a smooth level cover.
- B. Wood Chips to protect existing roots shall remain in place and not be moved or removed until all work which might cause soil compaction or root damage has been completed
- C. If any wood chips are dislocated or depleted during the course of the work, they shall be immediately replaced, or replaced by a new woodchips at no additional cost to the City of NY. At the completion of the work of this contract the Contractor



shall remove the wood chip mulch by hand or as specified by the Arborist. The wood chips shall become the property of the Contractor and disposal shall be his responsibility.

3.3 TREE PROTECTION WITH PLYWOOD OR CONSTRUCTION MATS

- A. The Contractor shall place plywood sheets and/or ground surface protection mats as directed by the Commissioner. The Contractor shall saw cut and fasten plywood sheets if necessary to fit into tree root areas. The Contractor shall place and fasten ground surface protection mats throughout the tree root areas over lapping the perimeter, rather than leaving tree root areas exposed. Plywood/Ground surface protection mats shall remain in place and not be moved or removed without written permission of the Commissioner's representative until all work which might cause compaction or root damage has been completed
- B. If any plywood/ground surface protection mat is dislocated, damaged, or destroyed during the course of the work, it shall be immediately replaced by new or gently used plywood/ground surface protection mat at no additional expense to the Commissioner. All hardware shall be removed from the site when plywood/ground surface protection mat is relocated or removed. Plywood sheets/ground surface protection mats and all associated hardware shall be removed as necessary to facilitate construction and when they are no longer required on site as determined by the Commissioner. Plywood sheets/Ground surface protection mats shall be the property of the Contractor.

3.4 TREE PRUNING AND FERTILIZATION

- A. Preparatory Tree Pruning: Pruning of tree limbs and roots shall be performed by the Contractor where directed. Pruning shall occur for, but not be limited to, the following situations: interference with new fences, lights or utilities, to achieve the required clearance for pedestrian or vehicular passage, to permit establishment of grass, ground cover, and other plant material, or for aesthetic considerations.
 - 1. All work shall be performed in a professional manner and in accordance with the most current revision of the American National Standards for Tree Care Operations: Tree, Shrub, and Other Woody Plant Maintenance and Standard Practices, A-300- (Part 1)-2001 Pruning, published by the American National Standards Institute (ANSI). ANSI Standards are made part of this contract by this reference.
 - 2. All work shall be performed by a licensed Arborist.
 - 3. The Contractor or their authorized representative must be present at the work site at all times while work is being performed. The aforementioned provision shall be obeyed irrespective of whether the work is being performed by the Contractor or a Subcontractor.
 - 4. No trees shall be pruned except as directed by the Arborist or the Commissioner. Pruning of the crown shall be performed in such a manner as to maintain the shape of the particular species and the balance and symmetry of the tree in general while



retaining as much fine growth as possible. On trees known to be diseased or where there is known danger of transmitting disease, tools are to be disinfected with wood alcohol after each cut and after completion of each tree.

5. In general, pruning shall consist of cutting back and removal of all dead wood, broken, fungus and insect-infected, superfluous, or intertwining branches, suckers, and removal of all other undesirable growth, as directed by the Arborist or the Commissioner. All injured areas where healing is not taking place properly shall be bark traced in accordance with accepted horticultural practice. All branches shall be removed to a height sufficient to permit free passage of both pedestrian and vehicular traffic. In lifting the bottom branches of trees for underclearance, care shall be given to maintain symmetrical appearance. At no time shall more than 20% of a tree's canopy be removed.
6. The Contractor shall carefully protect from damage all existing vegetation, site features, and all other property which is to remain. The Contractor shall be liable for any and all damage to the above resulting from tree pruning operations and shall be direction of and to the satisfaction of the Commissioner.
7. Debris: If directed by the Arborist or the Commissioner, pruned material may be chipped and spread as mulch to be used in protecting tree roots. If fresh material is used the Contractor shall spread supplemental nitrogen over the surface. All other pruned material and debris shall be removed from the site of the contract within twenty four (24) hours and disposed of at the Contractor's expense.

B. EXCAVATION, DECOMPACTION, FERTILIZATION AND WATERING METHOD

1. Excavation: The line of hand excavation shall be routed to minimize damage to roots within the drip line of existing trees. To prevent damage to tree trunks, branches, and the compacting of soil, no material or equipment should be stored or operated over areas within the dripline of trees. Roots over 1" in diameter may only be cut under the supervision of a licensed arborist. Roots under 1" must be cleanly cut and removed. If directed, the root zone of a tree shall be covered with mulch to a depth of at least six (6) inches or with plywood in order to protect roots from damage caused by heavy equipment during construction.
2. Watering: Watering shall be performed regularly according to the recommendations of the licensed arborist. Specifically, where excavations are performed within the "drip line" of trees the excavated area shall be backfilled immediately and/or roots shall be kept constantly moist with burlap covered with white plastic until backfill is complete.
3. Fertilization: If fertilization is considered necessary based on soil test results, it shall be applied according to the levels determined by the Chart below, and as directed by the Landscape Architect. Fertilizer shall be applied directly into the holes or trenches and filled with compost as outlined above.



Tree DBH	Ounces per Tree
0-6	120
6-12"	180
12-18"	240
18-24"	300
24-30"	360
30-36"	480
36-42"	540
42-48"	600
over 48"	660

- C. Arborist Qualifications: The Contractor shall submit for approval, the name and qualifications of the proposed tree care sub/Contractor. The Contractor shall submit the following:
1. Proof of three (3) years of non-utility pruning experience with documented non-utility pruning experience.
 3. Name, address, and phone numbers for professional references associated with non-utility pruning work performed within the past three (3) years.
 4. State Certification-The Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry.
 5. The arborist shall be licensed.

END OF SECTION 31 13 00



**Department of
Design and
Construction**

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SECTION 31 20 00

EARTHWORK

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 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the earthwork as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Lay out and stake all lines and levels.
 - 2. Protection and safeguards.
 - 3. Excavating for footings, foundations and below grade construction.
 - 4. Excavating for all underground mechanical and electrical utilities.
 - 5. Filling and backfilling to attain indicated grades.
 - 6. Preparation of sub-grade for building slab, walks, pavements and grass areas including grading.
 - 7. Aggregate sub-base below concrete slabs.
 - 8. Dewatering.
 - 9. Shoring and bracing.

1.3 JOB CONDITIONS

- A. Dust Control
 - 1. Use all means necessary to control dust on or near the work.
 - 2. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and performance of other work on the site.
- B. Protection
 - 1. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.
 - 2. Provide the necessary safeguards to prevent accidents, to avoid all unnecessary hazards and protect



the public, the work and the property at all times, including Saturdays, Sundays and holidays.

3. Be responsible for any and all damages which may arise or occur to any party whatsoever by reason of the neglect in providing proper lights, guards, barriers, or any other safeguards to prevent damage to property, life and limb.
4. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

C. Existing Underground Utilities

1. The Contractor must prior to the start of any site excavation to help locate existing underground utilities.
2. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided.
5. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

- D. Explosives:** Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

1.4 EROSION AND SEDIMENTATION CONTROL

- A.** The Contractor is responsible for the performance of all work, furnishing all materials and installing all measures required to reasonably control soil erosion resulting from construction operations and preventing excessive flow of sediment from the construction site. This work must be accomplished in accordance with the requirements of local and state regulatory agencies.

PART II- PRODUCTS

2.1 ON-SITE MATERIAL

- A.** On site material meeting the below criteria may be used as controlled back fill pending environmental impacts.

2.2 IMPORTED FILL MATERIAL

- A.** Imported fill material shall consist of clean, well graded sand and/or gravel containing no more than 20% of the material retained on the 3/4 inch sieve. The material passing the 3/4 inch sieve shall



contain, by weight, no more than 40% passing the No. 100 sieve or 12% passing the No. 12 sieve

2.3 AGGREGATE SUB-BASE BELOW SLAB ON GRADE

- A. 12 inch layer of $\frac{3}{4}$ inch gravel.

2.4 GEOSYNTHETIC GRID

- A. Provide Tensar BX 1200, SRW Geogrid, Terrafix Biaxial Geogrid or approved equal, be placed over entire excavated subgrade.

PART III EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where earthwork is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL

- A. Familiarization: Prior to all work of this Section, become thoroughly familiar with the site, site conditions, and all portions of the work falling within this Section. Correct any unsatisfactory conditions encountered.
- B. Backfilling Prior to Approvals
 1. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections and approvals.
 2. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.
 3. After the work has been completely inspected and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.

3.3 FINISH ELEVATIONS AND LINES

- A. For setting and establishing layout of building and finish elevations and lines, secure the services of a registered civil engineer or a licensed land surveyor acceptable to the Architect. Carefully preserve all data and all monuments set by the civil engineer or surveyor and, if displaced or lost, immediately replace at no additional cost to the Owner.

3.4 EXCAVATION

- A. Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimension without specific direction of Commissioner. Unauthorized excavation, as well as remedial work directed by Commissioner, shall be at Contractor's expense.
 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by



extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Commissioner.

2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed by the Commissioner.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify Commissioner who will make an inspection of conditions.
1. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Soils Engineer. Excavation of unsuitable material must extend laterally beyond the edge of the footing or slab for a distance equal to or greater than the required depth of the excavation.
- D. Perform excavation with drip line of large trees to remain by hand, and protect the root system from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of one (1) diameter and larger with emulsified asphalt tree paint.
- E. Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- F. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition.
1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- G. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. Maintain water levels below base of excavation to control hydrostatic pressure on subgrade soils.
 2. Establish and maintain temporary drainage ditches and other diversion outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.
- H. Material Storage: Stockpile satisfactory excavated materials where directed until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.



1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
2. Dispose of excess soil material and waste materials not re-used.
- I. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
 1. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.
- J. Excavation for Pavements: Cut surface under pavements to comply with cross sections, elevations and grades.
- K. Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide six (6) inches to nine (9) inches clearance on both sides of pipe or conduit.
 1. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze ups.
 2. Where rock is encountered, carry excavation six (6) inches below required elevation and backfill with a six (6) inch layer of crushed stone or gravel prior to installation of pipe.
 3. For pipes or conduit five (5) inches or less in nominal size and for flat bottomed multiple duct conduit units, do not excavate beyond indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
 4. For pipes or conduit six (6) inches or larger in nominal size, tanks and other mechanical/electrical work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to six (6) inches below bottom of work to be supported.
 5. Except as otherwise indicated, excavate for exterior water-bearing piping (water, steam, condensation, drainage) so top of piping is not less than three (3) feet to six (6) feet below finished grade.
 6. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
 7. Backfill trenches with concrete where trench excavations pass within eighteen (18) inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footing. Concrete shall conform to the requirements of Section 033000.
 8. Do not backfill trenches until tests and inspections have been made and backfilling authorized by Architect/Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.
 9. For piping or conduit less than two (2) feet to six (6) inches below surface of roadways, provide four (4) inch thick concrete base slab support. After installation and testing of piping or conduit,



provide minimum four (4) inch thick encasements (sides and top) of concrete prior to backfilling or placement of roadway subbase.

- L. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than thirty-five (35) degrees F. (1 degree Centigrade).

3.5 COMPACTION

- A. Once the design subgrades are established, the filled and the indigenous soils shall be proof-compacted using a smooth drum self-propelled vibratory compactor which develops a centrifugal force of at least 40,000 pounds and a frequency of at least 1,200 vpm. The compactor shall complete eight (8) passes across the exposed soil grades to improve their density and uniformity.
- B. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
- C. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density as determined in accordance with ASTM D 1557.
1. Compact each layer of backfill or fill material to ninety-five (95) percent maximum dry density, at +
2% of its optimum moisture content.
- D. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer or soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to within + 2% of its optimum moisture content.

3.6 BACKFILL AND FILL

- A. General: Place acceptable soil material in layers to required subgrade elevations for each area classification listed below.
1. In excavations, use satisfactory excavated or borrow material.
 2. Under grassed areas, use satisfactory excavated or borrow material.
 3. Under walks and pavements, use aggregate subbase material.
 4. Under building slabs, use aggregate subbase material.
 5. Under piping and conduit, use existing subbase material where subbase is indicated under piping or conduit; shape to fit bottom ninety (90) degrees of cylinder.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:



1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording locations of underground utilities.
 3. Removal of concrete formwork after concrete has attained twenty-eight (28) day design strength.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structure or utilities, or leave in place if required.
 5. Removal of trash and debris.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- C. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so that fill material will bond with existing surface.
1. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- D. Placement and Compaction: Place backfill and fill materials in layers not more than twelve (12) inches in loose depth for material compacted by heavy compaction equipment, and not more than four (4) inches in loose depth for material compacted by hand operated tampers.
1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

3.7 GRADING

- A. General: Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grading Outside Building Lines: Grade Areas adjacent to building lines to drain away from structures and to prevent ponding.
1. Finish surfaces free from irregular surface changes.
 2. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below required subgrade elevations.



3. Walks: Shape surface of areas under walks to line, grade and cross section, with finish surface not more than 0.10 feet above or below required subgrade elevation.
4. Pavements: Shape surface of areas under pavement to line, grade and cross section, with finish surface not more than 1/2" above or below required subgrade elevation.
- C. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a ten (10) foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.

3.8 BUILDING SLAB AGGREGATE SUB-BASE COURSE

- A. Placing: Place material on prepared subgrade in layers of uniform thickness, conforming to indicated cross section and thickness. Maintain optimum moisture content for compacting material during placement operations.

3.9 GUARANTEE SERVICE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.10 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off Owner's property.

END OF SECTION 31 20 00



SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROL

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 intent of this Section is to facilitate an erosion and sediment control plan, which may be required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122.
- B. Work of this Section includes all labor, materials, equipment, and services necessary to complete the work of this section as shown on the drawings and specified herein, including, but not limited to, the following:
1. Soil Erosion and Sediment Control shall include implementation and maintenance of soil erosion and sediment and dust control devices and construction methods, as shown on the Plans, as required under the Guidelines or as directed by the Commissioner, which will reduce or prevent soil losses and associated damages from sedimentation during construction of this project. All costs associated with the provision of Soil Erosion and Sediment Control acceptable to the above parties shall be included in the price bid for the project. Work shall include, but not necessarily be limited to the following:
 - a. Install and maintain silt fence as required by the Contractor's staging of construction, or as directed.
 - b. Install and maintain construction entrance pad(s) at all access points.
 - c. Install and maintain inlet protection as required by the Contractor's
 - d. staging of construction, or as directed.
 - e. Plant and maintain temporary seeding to control surface runoff by site conditions.
 - f. Construct and maintain stockpile areas as required by the
 - g. Contractor's staging of construction, or as directed.
 - h. Install and maintain tree protection during construction as required
 - i. by the Contractor's staging of construction, or as directed.
 - j. Implement ongoing dust control.
 2. All work under this item must comply with the New York State Specifications for Soil Erosion and Sediment Control, revised and adopted through August 2005, and



the latest revisions thereto. Additionally, this work is subject to the review and inspection by the Commissioner, and the Contractor shall comply with all corrective directives issued by these entities without additional payment. Any penalties levied by the Municipality, County, or State, or any direct or consequential damages arising out of a Stop Work Order issued by the Municipality, County, or State, if due to inaction by the Contractor, shall be borne solely by the Contractor, at no additional cost to the Commissioner.

- C. The Commissioner has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion or pollution control measures to minimize damage to property.

1.3 REFERENCES

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. New York State Department of Transportation Standard Specifications, 2008 as currently amended.
- C. New York State Specifications for Soil Erosion and Sediment Control, revised and adopted through August 2005, and the latest revisions thereto.

1.4 RELATED SECTIONS

- A. Section 312000 EARTHWORK

1.5 SUBMITTALS

- A. All submittals shall be in accordance with General Conditions.
- B. Product Data: For each type of product indicated.

PART II - PRODUCTS

2.2 EROSION CONTROL DEVICES

- A. Temporary Straw Bale Silt Control
 - 1. Hay or Straw bales shall conform to NYS DOT Section 713-18 or 713-19 and shall be bound with wire or baling twine. The twine shall be polypropylene which has a knot strength of 170 pounds and straight break strength of 300 pounds, minimum.
 - 2. Anchors: Steel pickets, 2"x2" wood stakes or #4 rebar approximately 2 ½ to 3 feet long.
- B. Temporary Silt Fence
 - 1. Geotextile: Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical



properties. Geotextile for temporary silt fence shall meet or exceed requirements for temporary silt fence as set forth by AASHTO M-288 and as outlined below:

PROPERTY	UNIT	TEST METHOD	TYPICAL VALUES*
Grab Strength	LB	ASTM D 4632	90
Grab Elongation	%	ASTM D 4632	20 (max)
Trapezoid Tear Strength	LB	ASTM D 4533	60
Mullen Burst Strength	PSI	ASTM D 3786	190
Permittivity	Sec ⁻¹	ASTM D 4491	0.05
Water Flow Rate	L/min/m ²	ASTM D 4491	240
Apparent Opening Size	mm	ASTM D4751	0.6 (max)
Ultraviolet stability	%	ASTM D 4355	70

Geotextile shall be Mirafi 100X, as manufactured by Mirafi Inc., Charlotte, NC, or the FX-11TM Woven geotextile as manufactured by Carthage Mills, Cincinnati, OH, or approved equal.

2. Posts: Posts shall be wood, steel, or an approved synthetic material, with a minimum length of four (4') feet. Hardwood posts shall have a minimum cross sectional area of 1.25" x 1.25" and steel posts of U, T, L, or C shape shall weigh one (1 lb.) pound per linear foot.
3. Wire Mesh: Wire mesh fencing shall be a minimum of fourteen (14) gauge with a maximum six (6") inch mesh opening.

C. Stabilized Construction Entrance

1. Broken Stone: Stone shall consist of straight one (1") inch or two (2") inch coarse aggregate in accordance with ASTM C33, free from organic or other deleterious material. Recycled Concrete Aggregate (R.C.A.) of the specified sizes is acceptable.
2. Geotextile - Separation: Separation application is defined as the placement of a flexible porous geotextile between dissimilar materials so that the integrity and functioning of both materials can be maintained or improved, but where water seepage through the geotextile is not a critical function.

Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

Geotextiles shall conform to the following AASHTO M-288 properties for separation geotextiles:



	ASTM TEST		
Structure	N/A	Woven	Non Woven
Elongation	D4595	< 50%	50%
Grab Strength	D4632	1100 N	700 N
Trapezoid Tear Strength	D4533	400 N	250 N
Puncture Resistance	D4833	400 N	250 N
Permittivity (minimum)	D4491	.02 /sec. Minimum	.02 /sec. Minimum
Apparent Opening Size	D4751	0.6 mm Maximum	0.6 mm Maximum

Geotextile shall be ADS 315, as manufactured by Advanced Drainage Systems, Inc., Hillard, OH, FX66 manufactured by Carthage Mills, Cincinnati, OH, or 600X (woven) or 160N (nonwoven) as manufactured by Mirafi, Inc., Charlotte, NC, or approved equal.

- D. Rapid germination grasses such as fescue or rye.
- E. Mulches: Hay, straw, wood cellulose, fiber mats, geotextiles, and other materials approved by the Commissioner.

PART III - EXECUTION

3.2 GENERAL

- A. The contractor shall incorporate all temporary soil erosion and sediment control measures into the project at the earliest practicable time, to maintain the maximum protection against soil erosion and sedimentation possible, throughout the life of the contract.
- B. All erosion and sediment control practices shall conform to the Standards for Soil Erosion and Sediment Control in the State of New York.
- C. A schedule of construction operations shall be submitted to the Commissioner for approval. Said schedule shall outline construction phasing and shall indicate how and where erosion control measures will be utilized. The schedule shall include indications of locations for construction staging, soil stockpiles, etc., and any disturbances outside the limit of excavation shown on the Plans.
- D. Prior to initial clearing of the area to be excavated, erosion control measures shall be installed, such as stone construction entrance, hay bales, silt fence, and inlet protection.
- E. The smallest practicable area of land shall be disturbed at any one time during the project and, whenever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading and other soil disturbances shall be completed in a manner that will minimize soil erosion and sedimentation.
 - 1. The Commissioner may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary or permanent erosion control measures.



2. Under no circumstances will the area of erodible material exposed at one time exceed five (5) acres without prior written approval of the Commissioner.
 3. The Commissioner may increase or decrease the area of erodible earth material exposed at one time as determined by his analysis of project, weather and other conditions.
- F. All other construction procedures shall conform to the NYS DOT Standard Specifications Section 209.
- G. Incorporate permanent control features into the work at the earliest practical time.
- H. Sweeping of hardscape shall be performed weekly (as a minimum), at the end of a work day when construction activity results in the tracking of sediment onto hardscape, or as directed by the Commissioner to remove accumulated sediment generated by construction operations.

3.3 TEMPORARY STRAW BALE SILT CONTROL

- A. All sediment and erosion control practices are to be installed prior to any major soil disturbances. At all new drain inlets, catch basins, or manholes, and in rows, where shown, excavate the area to accommodate placement of straw bales which are to be embedded in the soil a minimum of four (4") inches, and placed so the string or wire is horizontal. Place bales in a row with ends tightly abutting the adjacent bale. Anchor the bales securely by driving two (2) stakes or rebars through each bale to a minimum depth of 1 ½ to 2 feet into the ground. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven flush with the top of the bale.
- B. Maintain straw bale filters as directed by the Commissioner until a permanent vegetative cover has been established and pavements and other improvements are completed. Inspect straw bales frequently and after each rainfall event, repair or replace promptly as needed. Remove accumulations of sediment trapped by straw bale filters regularly. At the conclusion of construction, the temporary straw bales shall become the property of the Contractor and removed from the site. The areas where the straw bales were installed shall be restored to match the surrounding area, this may include, but not limited to, seeding and establishing the lawn area.

3.4 TEMPORARY SILT FENCE

- A. Silt Fence shall be installed prior to land disturbing activities or as necessary to control erosion from land disturbing activities. Comply with all applicable standards for Soil Erosion and Sediment Control as set forth by New York State DEC. Care shall be taken when installing the silt fence that all the requirements of Article 14, Section C, "Tree Work" shall be followed. In addition, where tree roots of one (1") inch or greater are encountered, or if directed by the Commissioner, the Contractor shall move the location of the silt fence to avoid damage to existing trees.
- B. Contractor shall first excavate a trench approximately six (6") deep and four (4") inches wide in the line of the silt fence. Silt fence to be located at least ten feet from the toe of steep slopes and nearly level throughout its length. Contractor shall drive posts securely at least sixteen (16") inches into the ground on the down slope side of the trench. Post spacing shall be eight (8') feet apart maximum. Adjust spacing to place posts at low points along fence line.



- C. Fasten support wire fence to upslope side of posts, extending six inches into the trench. Attach continuous length of fabric to upslope side of fence posts with ties space every twenty-four (24") inches at top and mid-section. Avoid joints, particularly at low points in the fence line. Where joints are necessary, fasten fabric securely to support posts and overlap to the next post. Place the fabric in the trench so the bottom folds across the bottom of the trench. Place backfill in the trench over the fabric to the groundline and compact with a power tamper.
- D. Additional erosion and sedimentation control measures beyond those shown on the drawings may be required to prevent siltation. The Commissioner shall determine the necessity of actual measures beyond those installed by the Contractor.

3.5 STABILIZED CONSTRUCTION ENTRANCE

- A. Unless otherwise shown on the plans, for sites with only one (1) construction entrance, the Stabilized Construction Entrance shall be twenty-four (24') feet wide. Where there are two (2) or more construction entrances to the site the Stabilized Construction Entrance shall be twelve (12') feet wide each. Length of the entrance shall be a minimum of fifty (50') feet.
- B. Geotextile - Separation: The ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. After the ground has been prepared, the fabric shall be rolled directly on the ground. The fabric shall be placed over the entire area that is to be covered by the aggregate, unless otherwise directed by the Engineer. All seams shall be overlapped approximately six (6") inches. No equipment, materials or machinery shall be placed on or be transported over exposed fabric. Broken stone shall then be carefully placed to prevent dislocation of the fabric.
- C. If the fabric is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric that will overlap the undamaged fabric approximately six (6") inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.
- D. Broken Stone: Broken stone shall be spread utilizing suitable equipment or from piles dumped along the proposed site. Stone shall be evenly spread so that the course will have, after rolling, a minimum of six (6") inches in thickness. No segregation of large or fine materials will be allowed, but the stone as spread shall be well graded with no pockets of fine material.

3.6 STOCKPILE

- A. Stockpile topsoil in storage piles in areas where directed by the Commissioner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.
- B. Protect all soil and topsoil stockpiles as directed by the Commissioner or other authority having jurisdiction over the project.

END OF SECTION 21 25 00



**SECTION 32 05 16
AGGREGATE MATERIALS - LANDSCAPE**

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. Aggregate material for Pavements
B. Aggregate materials for Swale
C. Aggregate materials for Stone Dust

1.3 RELATED SECTIONS

- A. Section 321123 Aggregate Base Courses
B. Section 321216 Asphalt Concrete Pavement
C. Section 321313 Concrete Pavement
D. Section 321513 Stone Dust Pavement

1.4 REFERENCES

- A. AASHTO - M147 - Materials for Aggregate and Soil-Aggregate.
B. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
C. ASTM D2487 - Classification of Soils for Engineering Purposes

1. Foundation Aggregates

- a. A three-pound (3 lb.) bag of proposed aggregate materials shall be submitted for approval, with a sieve analysis and name of supplier attached. All samples shall be clearly labeled with Contract No., manufacturer, color, and finish.

2. River Cobble and River Jack

- a. Submit samples showing color and size gradation.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with applicable state and local standards.



- B. All submittals shall be in accordance with General Conditions.
- C. Submit gradation and material analysis for ALL types of aggregate materials to Commissioner, for approval prior to ordering or delivering to site.
- D. Materials Source: Submit name of imported materials suppliers to Commissioner.
- E. Samples

PART II PRODUCTS

2.1 AGGREGATE MATERIALS

A. AGGREGATE for Concrete Pavement

Material for Foundation shall be a straight run of single size aggregate and shall consist of either all one and one-half (1 1/2") inch stone or all three-quarter (3/4") inch stone in accordance with ASTM C33, free from organic or other deleterious material. In addition, Foundation Material may contain no more than five (5%) percent of fines, defined as aggregates passing a No.4 sieve or smaller.

B. AGGREGATES FOR PRECAST CONCRETE PAVEMENT

- 1. Base Aggregate: Shall consist solely of crushed ledge rock and shall be broken stone or gravel as defined in Section B, free draining, well graded, uniformly mixed washed stone aggregate. The total thickness of the base stone aggregate shall be as indicated on the drawings. Materials shall meet the gradations shown below.

- a. Base Coarse Aggregate-3/4 inch material

Percent Passing by Weight	Sieve Size
100	1 1/2"
80-90	3/4"
30-65	3/8"
10-40	#4
0-10	#16
0-5	#200

- b. Base Fine Top Aggregate-3/8 inch material

Percent Passing by Weight	Sieve Size
100	1/2"
85-100	3/8"
10-30	#4
0-10	#8
0-2	#200

- 2. The aggregate must contain three and one-half to four percent (3 1/2 - 4%) moisture content to ensure that fine particles don't migrate and to facilitate proper compaction. The Contractor shall provide certification from the source plant that



aggregate meets all requirements. If deliveries of base aggregate show segregation of sizes, material shall be deposited in stockpiles and thoroughly mixed prior to installation. Bank run gravel, rounded sands and recycled concrete material shall be rejected for use as base aggregate.

3. Joint Filler: Stone dust used for joints shall be #10 bluestone screening.
4. Joint Filler: Upon the completion of the work of laying the pavers in each section, to the satisfaction of the Commissioner, the surface of the pavers shall be swept clean, and the joints filled with fine sand. All joints shall be filled the same day as the pavers are laid. Stone dust not be applied if the pavers are wet or if the air conditions are such that the sand does not readily enter the joints. Stone dust shall be well worked into the joints by means of brooms or other approved devices operating slowly backward and forward and shall continue until the joints are flush with top surface. Immediately after the joints are filled, the pavement shall be lightly sprayed with water and cleaned.

2.2 RIVER COBBLES

- A. Cobbles shall be Delaware River Stone. Cobbles shall be 8" to 16" in diameter, round and smooth. They should be supplied one of the following or approved equal:

Harmony Sand & Gravel, Belvidere, NJ,
Braen Supply, Wanaque, NJ
Carderock, Bethesda, MD

- B. Base Aggregate: Shall consist solely of crushed ledge rock and shall be broken stone or gravel as defined in Section B, free draining, well graded, uniformly mixed washed stone aggregate. The total thickness of the base stone aggregate shall be as indicated on the drawings. Materials shall meet the gradations shown below.

Base Fine Top Aggregate-3/8 inch material	
Percent Passing by Weight	Sieve Size
100	1/2"
85-101	3/8"
10-31	#4
0-10	#8
0-2	#200

- C. The aggregate must contain three and one-half to four percent (3½ - 4%) moisture content to ensure that fine particles don't migrate and to facilitate proper compaction. The Contractor shall provide certification from the source plant that aggregate meets all requirements. If deliveries of base aggregate show segregation of sizes, material shall be deposited in stockpiles and thoroughly mixed prior to installation. Bank run gravel, rounded sands and recycled concrete material shall be rejected for use as base aggregate.

2.3 AGGREGATE FOR STONE DUST SETTING BED

- A. Stone Dust, #10 bluestone screening.



2.4 SOURCE QUALITY CONTROL

- A. Perform testing and analysis of aggregate material in accordance with ASTM C136.
- B. If tests indicate materials do not meet specified requirements, change material or material source and retest.
- C. Provide materials of each type from same source throughout the work.

PART III-EXECUTION

3.1 STOCKPILING

- A. Stockpile materials on site as needed at locations designated by the Commissioner.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

3.2 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION 32 05 16



SECTION 32 11 23

AGGREGATE BASE COURSES

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. Aggregate base courses.

1.3 RELATED SECTIONS

- A. Division 1 General Conditions
- B. Section 320516 Aggregate Materials – Landscape
- C. Section 321216 Asphalt Concrete Pavement

1.4 REFERENCES

- A. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures.
- B. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- C. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
- E. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. NYSDOT Standard Specifications (latest edition) section 203-3.12 compaction.

1.5 SUBMITTALS

- A. Test reports verifying required compaction has been achieved.

1.6 QUALITY ASSURANCE



- A. Testing and Inspection Service: Owner shall employ and pay for a qualified independent geotechnical testing and inspection service/laboratory to perform soil testing and inspection service during earthwork operations for Special Inspections. Contractor shall notify Commissioner at least (2) two days prior to activity requiring testing, or of resumption of work following stoppages.
- B. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing and inspection service/ laboratory must demonstrate to Commissioner 's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the work.

PART II PRODUCTS

2.1 MATERIALS

- A. Aggregate base course: As specified in Section 320516-Aggregate Materials-Landscape.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify substrate has been inspected, gradients and elevations are correct, including crowns and cross sections, and is dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.
- C. Proof roll sub-grade thoroughly using a 10-ton roller with two passes, the second pass perpendicular to the first.

3.3 AGGREGATE PLACEMENT

- A. Place aggregate sub-base on the prepared sub-grade in layers of uniform thickness, conforming to the cross-section and thickness indicated on the plans. Maintain the optimum moisture content for compacting the aggregate sub-base during placement operations.
- B. When a compacted aggregate sub-base course is shown to be 6" thick or more, place the material in equal layers, except no single layer more than 8" or less than 3" in thickness when compacted.
- C. Level and contour surfaces to elevations and gradients indicated. Place in such a manner to minimize segregation. No aggregate sub-base shall be placed under adverse weather conditions.



- D. Compact and roll each layer of aggregate sub-base course to 95% maximum density.
- E. All compaction requirements shall be in accordance with NYSDOT Standard Specification section 203-3.12. The depth of each sub-base course shall not exceed the compactor's capability. Each compactor lacking the original manufacturer identification plates, or with altered or illegible plates, will not be recognized as acceptable compaction equipment and shall be removed from the site.
- F. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- G. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- I. When the pavement sub-base becomes mixed with the sub-grade or any other material, it shall be removed and replaced with the appropriate material. The movement of any traffic over the fine graded aggregate sub-base is not recommended. When damage or contamination occurs, it must be repaired before paving begins.

3.4 TOLERANCES

- A. Fine grading of the pavement sub-base finish course shall not vary more than 1/2 inch above or below true grade at any point.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Flatness: Maximum variation of 1/2 inch measured with a 10 foot straight edge.

3.5 FIELD QUALITY CONTROL

- A. Quality Control Testing during construction: Allow testing service to inspect, test and approve each aggregate sub-base layer before further backfill or construction work is performed. Testing service shall review and test material and determine optimum moisture at which maximum density can be obtained in accordance with ASTM D 1557, modified proctor.
- B. Field Compaction testing will be performed in accordance with ASTM D1556 (sand cone method), ASTM D2167 (rubber balloon method), or ASTM D2922 (nuclear method).
- C. If tests indicate work does not meet specified requirements, remove work, replace and re-test.
- D. Frequency of Tests: Make at least one field density test for each layer of aggregate sub-base every 2,000 sq. ft.

3.6 MAINTENANCE AND CLEAN-UP

- A. Protection of graded areas: Protect newly graded and compacted aggregate sub-base courses from traffic and erosion. Repair and re-establish grades in settled, eroded and rutted areas.



- B. Remove all excess materials and debris from the Owner's property.

END OF SECTION 32 11 23



SECTION 32 12 16

ASPHALT PAVEMENT

PART I GENERAL

1.1 RELATED DOCUMENT:

- 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. New Asphalt Pavement

1.3 RELATED SECTIONS

- A. Section 320516 Aggregate Materials
- B. Section 321123 Aggregate Base Courses

1.4 REFERENCES

- A. NYSDOT Standard Specifications (latest edition), Section 400 - Bituminous Pavements.
- B. ASTM D2950 - Density of Bituminous Concrete in Place by Nuclear Methods.
- C. ASTM D2041 - Specific Gravity and Density of Bituminous Paving Mixture, Theoretical Maximum.
- D. TAI - (The Asphalt Institute) - MS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
- E. TAI - MS-8 Asphalt Paving Manual.
- F. NYCDPR Standard Specifications, latest edition, item no. 430-432, color seal coat system.

1.5 SUBMITTALS

- A. Test Reports: Submit the following reports to the Commissioner from the testing service, with a copy to the Contractor.
 - 1. One theoretical maximum density determination for each asphalt type.
 - 2. Field Reports; in-place density tests of asphalt pavement.



- B. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.
- C. Provide copies of NYSDOT certification of asphalt plant.
- D. Submit type and configuration of extruders and shoes to be used to achieve the designated curb profiles.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NYSDOT Standard Specifications (latest edition), Section 400 - Bituminous Pavements, and with local governing regulations if more stringent than herein specified.
- B. Perform work pertaining to color surfacing in accordance with NYCDPR Standard Specifications.
- C. All layout of new work shall be performed by a licensed land surveyor, at the cost of the Contractor. Existing survey markers, if disturbed, shall be reset by a licensed land surveyor at Contractor's expense. Grade stakes shall be placed to indicate edge of pavement grade. All stakes should be clearly marked and located at points of tangency, breaks in grade, low and high points and as directed by the Commissioner.
- D. Obtain materials from same source throughout.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Weather Limitations: Do not place asphalt pavement top course when ambient air or base surface temperature is less than 40 degrees F, or surface is wet. Asphalt binder course may be placed when ambient air or base surface temperature is above 30 degrees and rising and base is dry.
- B. Apply tack coat when ambient air or base surface temperature is above 50 degrees F for 12 hours immediately prior to application. Do not apply when base is wet.

PART II PRODUCTS

2.1 MATERIALS

- A. Asphalt Pavement:
 - 1. Asphalt Top Course: NYSDOT Standard Specifications section 401-2, Type 7, Item 403.18.
 - 2. Asphalt Binder Course: NYSDOT Standard Specifications section 401-



- 2, Type 3, Item 403.13.
3. Tack Coat: Homogeneous Asphalt Emulsion Tack Coat conforming to NYSDOT Material Designation 702-90.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify sub-base conditions under provisions of Section 321123 Aggregate Base Courses
- B. Verify that compacted sub-base is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct, including crown and cross slope.

3.2 PLACING ASPHALT PAVEMENT

- A. Place asphalt binder course on prepared surface, spread and strike-off. Spread mixture at a minimum temperature of 225 degrees F (107 degrees C). Place inaccessible and small areas by hand. Place each course to required grade, cross section and required compacted thickness. Place within 24 hours of applying primer or tack coat.
- B. Place in strips of equal width for each driving lane. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Any irregularities in the surface of the pavement shall be corrected directly behind the paver. Excess materials forming high spots shall be removed. Indented areas shall be filled with hot mix and smoothed. Casting of mix over such areas will not be permitted.
- C. Make joints between old and new pavements and between successive days work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt pavement. Clean contact surfaces and apply tack coat.
- D. Prior to installing the top course, the binder course shall be cleaned, conditioned and leveled as specified in NYSDOT Standard Specification section 401-3.07. The Commissioner may require that a tack coat be applied to the binder course before the placement of the top course.
- E. Both courses shall be applied with a bituminous paver as specified in NYSDOT Standard Specification Section 401-3.05.

3.3 COMPACTION

- A. Compact each course of asphalt placed in accordance with NYSDOT Standard Specification Section 401-3.12.



- B. Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt mix.
- C. Do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic.
- D. Any adjustment to existing driveways, shoulders and lawns required to meet the top course surface shall be done while, or immediately after the top course is placed.

3.4 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation from True Elevation: Within 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Test in-place asphalt pavement for compliance with requirements for thickness and surface smoothness.
 - 1. Thickness Control: The Contractor shall furnish and pay the cost of 4" diameter diamond or shot drill cores of pavement taken at locations designated by the Commissioner. If the average thickness of any core so taken is 1/4" or more under the required thickness of the typical pavement section, the pavement is considered defective and additional cores shall be taken to determine the limit of defective pavement. The full extent of defective pavement so delineated shall be considered of no value to the Commissioner and shall be carefully sawcut to a depth of 1" and fully removed and replaced to the specified thickness by the Contractor at no additional cost to the Commissioner. Repair and filling of cores with bituminous material as specified is to be performed by the Contractor.
- B. Surface Smoothness: Test finished surface of asphalt pavement for smoothness, using a 10' straightedge. Surfaces will not be acceptable if exceeding the specified tolerances for smoothness.
- C. All finished paved surfaces are to have sufficient pitch to convey water across the surface to a designated collection area.

3.6 CLEAN-UP

- A. Clean-up and dispose of all surplus or waste material as a result of work of this section. Asphalt Pavement shall be broom cleaned and the surrounding area shall be cleaned of any loose asphalt mix.



3.7 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 2 days, or until surface temperature is less than 140 degrees F.

END OF SECTION 32 12 16



**Department of
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Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 32 13 13

CONCRETE PAVEMENT

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. In this Section, the Contractor shall furnish and place COLORED REINFORCED CEMENT CONCRETE PAVEMENT in accordance with the plans, specifications, and directions of the Commissioner.

1.3 RELATED SECTIONS

- A. Section 321123 Aggregate Base Courses

1.4 SUBMITTALS

- A. All submittals shall be in accordance with General Conditions.
- B. Product Data: For each type of product indicated.
- C. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color, pattern, surface or texture selection including:
1. Concrete Color Admixture, Sealant and Curing Compound: Color Chips, a three inch (3") square color concrete sample and Manufacturers Application instructions shall be submitted to the Commissioner for approval prior to ordering of Admixture, Sealant, and Colorwax curing compound.
- D. Design Mixture for colored concrete pavement, including alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
- E. EMaterial Certificates and Product Data:
1. Fiber Mesh: Submit fiber mesh manufacturer's product data, including application rate and mixing instructions, and a sample of synthetic fiber reinforcement.
 2. Admixtures, Sealant, Curing Compound
 3. Joint Filler
- F. Material Test Reports
1. Aggregates
- G. Field quality control reports

1.5 MOCKUP



- A. After approval of the three inch (3") square color sample (see submittals) a four foot (4') by four foot (4') size mockup with inserts shall be cast at the job site using the approved specified materials and construction techniques, including finish, prior to placement of any color-conditioned concrete for approval by the Commissioner. The mockup shall be cast apart from the proposed work. All colored concrete pavement shall match the approved four foot (4') square mockup in every respect.

PART II- PRODUCTS

2.1 CONCRETE

- A. Pavement shall consist of a single course, thickness as shown on the plans, or as directed by the Commissioner, except driveways and quadrants which shall be seven inches (7") thick to conform with N.Y.C. Department of Transportation Builders Pavement requirements. Seven inch (7") thick concrete pavements for herein stated quadrants shall be deemed included in the cost for five inch (5") thick concrete pavements.
- B. Cement: Air Entraining Portland Cement shall comply with the ASTM Specifications for Portland Cement, Designation C150.
- C. Concrete Pavement: The pavement shall consist of a single course thickness and reinforcement placed as shown. Concrete shall conform to N.Y.C. Dept. of Transportation Class B-32, Type II A, air entrained, moderate sulphate resistant. The batch shall contain a minimum of six (6) bags of cement per cubic yard of concrete, maximum of six and one-quarter (6 1/4) gallons of water per bag, a maximum of three inch (3") slump, and compressive strength of 3,200 psi. Large aggregate shall be limited to one inch (1").
 - 1. The concrete shall contain no reactive aggregate and no calcium chloride.
- D. Pigmented Admixture
 - 1. Color Pigment shall be a synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis. Comply with ASTM C 979 and ACA 316.
 - a. The Pigmented Admixture manufacturer shall certify that when used at the recommended dosage, the pigmented admixture has no effect on or increases the compressive strength of the concrete by 5-10% when compared with a control batch of the same mix design and slump but without the Pigmented Admixture. Testing shall be done at 28 days after depositing, and shall be measured in pounds per square inch. The test results shall be an average of at least three (3) cores or cylinders per test.
 - b. Calcium Chloride shall not be used in the composition of the admixture nor in the composition of the concrete.
 - c. The Pigmented Admixture shall be packaged by the manufacturer in incremental amounts by weight for a single cubic yard of concrete, with the designated dosage clearly marked on each package.
 - d. The final color of the concrete shall be as approved by the Landscape Architect.
 - e. Use of pigmented admixture shall not vary the air content of the concrete by more than +0.5%. The concrete mix shall be adjusted to provide that the air content of the concrete remains within the specified tolerances. Pigmented admixture shall



be measured by weight. Water present in pigment shall be taken into account in measuring the quantity of water required for each batch.

2. Air entraining agent complying with ASTM Designation C 260 shall be used in combination with the Pigmented Admixture. Water reducing admixtures complying with ASTM Designation C 494 may also be used in combination with the Pigment Admixture as per the Pigment manufacturer's instructions.
3. No other agents or admixtures shall be used with the Pigmented Admixture in the concrete, unless stated in writing by the manufacturer of the Pigmented Admixture to be of no consequence to the colorfastness of the concrete mixture.
4. The Pigmented Admixtures shall be mixed and delivered in accordance with ASTM Designation C 94. The quantity of concrete being mixed in a mixer shall be no less than 40% of the capacity of the mixing drum (a minimum of 4 yards in a 10-yard truck). Before placing the Pigmented Admixture in a mixer drum, the drum must be thoroughly cleaned and wetted with approximately 35 gallons of mix water and a portion of the aggregate added. This mixture shall mix for 3-4 minutes while the truck hopper and fins are washed with 5 gallons of water. After adding the remainder of the concrete to the truck, the load shall mix at mixing speed for a minimum of 80 revolutions or 10 minutes.
5. At the Contractor's option, Pigmented Admixtures may be added at the site, in which case:
 - a. The truck shall be charged and mixed at the plant, as previously specified, with the required cement, aggregate and admixtures (excluding pigmented admixtures), but only eighty (80%) percent to ninety (90%) percent of the required water shall be added. The truck shall leave the plant with 0 revolutions on its counter.
 - b. Once the truck arrives on site, the remaining water and the Pigmented Admixture shall be added and the load mixed a minimum of 90 revolutions.
 - c. Concrete will then be sampled and tested. If the consistency of the mix is not acceptable, additional water may be added not more than twice and mixing resumed for 30 revolutions each time. Once the mix is acceptable, it shall be discharged directly into the forms.
 - d. The total number of revolutions allowable after the truck has left the plant shall not exceed 150 and the mix shall be discharged within 90 minutes from when the truck has left the plant in order to achieve the correct workability.
6. The same type and brand of cement, source of sand and water/cement ratio shall be maintained for each load of concrete used in the entire project.
7. The slump of the concrete shall remain consistent throughout the project at four (4") inches and should not exceed five (5") inches. If held-back water is added at the job site, the concrete should be mixed at mixing speed for an additional five minutes or 30 revolutions, whichever comes first, after addition of the water as per requirements of Paragraph 2.4, G-4, above, and before depositing.
8. Before providing the following sample panel(s), the Contractor shall prepare 6 inch x 6 inch x 4 inch samples of pigmented concrete with color matched curing membrane. As many samples as necessary shall be produced until the color is satisfactory to the



Engineer. The Contractor shall then furnish for approval and on site a concrete sample for each color specified using the Pigmented Admixture. The sample shall be at least 4' x 4' x 4" and shall be given the specified surface texture and cured with the methods specified for the concrete installation. The Contractor shall not order the admixture until the samples are approved by the Engineer. Once approved, the samples shall be used for assessing color conformance of pigmented concrete installed.

9. Manufacturers: Subject to compliance with requirements and approval by Landscape Architect, provide products by one of the following:
 - a. L.M. Scofield "Cool Black No. 1"
 - b. Davis Colors "No. 884-1%"
 - c. Lansco Color No. 437 "Strong Black" (5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand)
 - d. Or approved equal.
- E. Expansion Joint Sealant: Joint sealant shall be a two (2) component polyurethane based self-leveling elastomeric sealant such Sikaflex 429 primer with Sikaflex - 2C SL sealant as manufactured by Sika Corporation, Lyndhurst, NJ, W.R. Meadows, Hampshire, IL, Quickrete, Atlanta GA or approved equal. The color of the sealant shall match the color of adjacent pavements.
- F. Compound for Curing Concrete: Shall be a waterbased blend of pure waxes, polymers, and additives specifically designed for use with color conditioned concrete. Compound shall be a liquid membrane forming compound for curing concrete, in compliance with ASTM designation C309. Curing compound for use with color conditioned concrete shall be Lithochrome Colorwax, as manufactured by L.M. Scofield Co., J11W by Dayton Superior, 1100-Clear by W.R. Meadows or approved equal.
- G. Steel Bar Reinforcement: Reinforcement shall meet the requirements of the applicable paragraphs of Section "B", the N.Y.C. Building Code and the latest ASTM specification for "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Designation A-615, and in accordance with the item "STEEL BAR REINFORCEMENT". Reinforcement shall be of the sizes and dimensions shown on the plans.
- H. Steel Fabric Reinforcement: Steel fabric shall meet the requirements for cold drawn steel wire for concrete reinforcement described in the latest revision of ASTM Designation A-82. All welded steel fabric shall comply with ASTM A-185, latest revision. Steel fabric shall consist of longitudinal members with transverse members at right angles thereto, six inch (6") by six inch (6") 8/8 welded wire mesh. All steel fabric shall be delivered in flat sheets or rolls of such width as to fit the designated pavement slab area, not more than three inches (3") from the edges of slabs. When sheets or rolls overlap, they shall overlap at least six inches (6").
- I. Base Foundation Material: Material for Foundation shall be a straight run of single size aggregate and shall consist of either all one and one-half (1 1/2") inch stone or all three-quarter (3/4") inch stone in accordance with ASTM C33, free from organic or other deleterious material. In addition, Foundation Material may contain no more than five (5%) percent of fines, defined as aggregates passing a No.4 sieve or smaller.



1. The Magnesium Sulfate Soundness loss after ten (10) cycles shall be eighteen (18%) percent or less, as per ASTM C88.
 2. Foundation Base Material shall be the following:
 - a. Broken Stone or gravel of approved quality
- J. Expansion Joint: The expansion joint material shall be one of the following:
1. A premoulded bituminous fiber joint filler, (requires a bond breaker and sealant) or,
 2. A premoulded closed cell expanded polyethylene foam joint filler, such as Sonoflex F by Sonneborn Corporation (requires only sealant) or,
 3. A shredded recycled rubber aggregate joint filler, such as a polymerically bound reclaimed rubber expansion joint CEJ6510 by Concrete Expansion Joint Company, (requires only sealant) or,
 4. An approved equal of any of the above.
- K. Bond Breaker: If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyurethane tape or five-eighth inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by the manufacturer. A bond breaker will not be required for a premolded foam joint or a shredded recycled rubber aggregate joint filler, but sealant is always required.

PART III- EXECUTION

3.2 PREPARATION OF FINE GRADE

- A. Before any pavement is placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved self propelling roller weighing not less than ten (10) tons. All hollows and depressions which develop under rolling shall be filled with acceptable material and shall again be rolled. This process of shaping, filling and rolling shall be repeated until no depressions develop.
- B. The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Commissioner. The fine grade shall not be muddy or otherwise unsatisfactory when the pavement is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.
- C. Separation Fabric: The Contractor shall place a geotextile fabric on the prepared Fine Grade prior to placement of Foundation Base Material.
- D. Spreading Foundation Base Material: Material for foundation base shall be evenly spread on a prepared sub-grade in the position shown on the plans or directed by the Commissioner, in four inch (4") layers, each layer to be rolled while wet with a seven (7) to twelve (12) ton tandem roller, or other approved method satisfactory to the Commissioner, to the thickness shown on the plans or as directed by the Commissioner.
- E. Forms: Forms shall be made of substantial material (preferably steel), with suitable metal dividing plates and of sufficient strength to satisfactorily resist distortion when fastened together and secured in place. Forms for inserts and permeable paver drain shall be made of substantial material suitable for ease of removal without damage to the cured concrete.



1. Forms and dividing plates shall be of a depth not less than that of the thickness of the concrete slab, be properly located with tops set to the designated sidewalk surface, and be left in place until the concrete is set. Forms for inserts and permeable paver drain shall be made of substantial material suitable for ease of removal without damage to the cured concrete.
- F. Natural Stone Porous Pavement Insert Forms: Insert and secure forms to the design grade and locations, as per the drawings.
- G. Expansion Joints: For pavements located within DPR property, expansion joints shall conform to this specification. For sidewalks, the expansion joints shall conform to NYCDOT Builders Pavement requirements.
 1. After the concrete is placed, finished, and set, and the bond breaker, if necessary, installed, the space as shown in the drawings shall be filled with a poured joint sealer. Thoroughly clean expansion joints of dirt, loose particles, asphalt, tar, paint, wax, waterproofing, and curing compounds. Cover adjacent sides of joints with masking tape to prevent spillage onto pavement.

3.3 PATTERN

- A. Pattern shall be as shown on the plans.

3.4 PLACING CONCRETE

- A. Foundation course shall be wetted immediately before concrete is placed. The concrete shall be placed within the forms and thoroughly tamped until the surface is at the finished grade.
- B. Finish: The top surfaces shall be finished to true smooth planes by trowelling, and finally, by wood floats. Do not over trowel. Only the perimeter of the concrete areas shall be tooled to ease the edge with proper tools prior to final floating. No trowelled border shall be visible.
- C. Slabs: Pavement shall be constructed in independent rectangular slabs, as shown on the plans or as directed by the Commissioner. The expansion joints shall be constructed after every four hundred (400) square feet of concrete paving, or as shown on the drawings. Control Joints shall be sawn using appropriate tools, as indicated on the drawings. Adjacent to structures, (manholes, hydrants, etc.) expansion joints and sealant shall be installed as directed.

3.5 PROTECTION AND CURING:

- A. Curing wax shall be installed as per manufacturer's installation instructions (Scofield Application instructions A-513 for colorwax), or approved equal. Pavement shall be carefully protected from the drying effects of the sun and wind, traffic, or other causes by means of suitable guards and coverings, and shall be kept moist for a period of three (3) days. No dusting of cement or sprinkling or fogging with water shall be permitted. Do not cover with plastic.

END OF SECTION 32 13 13



SECTION 32 15 13

STONE DUST PAVEMENT

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. Stone Dust Pavement.

1.3 RELATED SECTIONS

- A. Division 1- DDC General Conditions
- B. Section 321123 – Aggregate Base Courses
- C. Section 324000 – Boulders
- D. Section 329300 – Planting

1.4 SUBMITTALS FOR REVIEW

- A. Samples: Submit a 2 lb. sample of each type of aggregate material for approval by the Engineer.
- B. Product data: Submit sieve analysis of stone screenings.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NYC DPR standards.
- B. Obtain materials from same source throughout.

1.6 STOCKPILING

- A. Stockpile material in an approved location..
- B. Stockpile in sufficient quantities to meet project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.



1.7 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Repair, in kind, any damage caused by stockpiled materials.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not prepare or install material during, prior to, or immediately following rainfall, or when temperature is 40 degrees F and falling.

PART II PRODUCTS

2.1 STONE DUST MIX

- A. Stone screenings: See Section 320516 Aggregate Materials.

2.2 STABILIZER

- A. Stabilizer Binder shall, non-toxic, organic binder that is a colorless and odorless concentrated power that binds stone screenings to produce a firm surface. Stabilizer shall be provided by Stabilizer Solutions, Inc. Phoenix, AZ, Technisoil G3 at <http://www.technisoil.com>, NanoPave, Marietta OH or approved Equal.

Stabilizer:

- 1. Shall consist of 95% psyllium with 70% mucilliod content
- 2. Shall be natural, non-toxic, non-staining, odorless and environmentally safe, within the following limits:

Sieve Size
#40 mesh

Percent Passing
≥90

- B. Stone Dust Mix: shall be a blend of 12-16 lbs. of Stabilizer per ton of stone screenings, as specified above. Mix the Stabilizer thoroughly and uniformly throughout the stone screenings to the satisfaction of the Engineer.
- C. Stone Dust for around trees and concrete block: Within a five (5) foot radius of the trees and around the joints of the concrete block pavement, the stone dust shall be loose, not stabilized.

2.3 FILTER FABRIC

- A. Filter Fabric shall be synthetic, non-woven and rot-proof. Fabric shall be similar to AEF 480 HS, as manufactured by American Engineering Fabrics, Inc., (AEF) Bridgewater, MA, FX-40HS by Carthage Mills, Cincinnati, OH, or 140 NL, as manufactured by Mirafi, Charlotte, NC, or approved equal.

2.4 SOURCE QUALITY CONTROL



- A. If tests indicate materials do not meet specified requirements, change material or material source and retest.
- B. Provide materials of each type from same source throughout the Work.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify base conditions under provisions.
- B. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. If existing aggregate surface is to remain, grade the existing material so that an even layer of new material is placed over the entire area.
- B. Mix stone screenings and stabilizer in a clean transit mix truck or 9 cubic foot concrete drum mixer.
- C. Mix material damp, but not wet, as per manufacturer's instructions.
- D. Add and end addition of both materials simultaneously, until capacity of concrete drum mixer is reached, or
- E. Load drum with stone screenings, and as drum is rotating, add the stabilizer slowly and uniformly to the discharge opening of the transit mix truck.
- F. Mix materials for a minimum of 15 minutes.

3.3 SUBGRADE PREPARATION

- A. Remove all deleterious materials, including sod, topsoil, rocks and debris.
- B. Grade subgrade to pitch to drain.
- C. Compact subgrade with a vibratory roller of at least one ton capacity.

3.4 INSTALLATION

- A. Spread broken stone over prepared substrate to a total compacted thickness as indicated on the drawings.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add stone dust mix in lifts of not more than 3 inches.
- D. Rake stone dust mix to desired grade and cross section. Avoid segregation of aggregate.



- E. Compact material with minimum 3 passes of a one ton roller. Do not use the vibratory unit.
- F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- G. Add water using light spray nozzle to assist compaction. Material must be saturated to its full depth to achieve proper bonding.
- H. If excess water is apparent or surface cracks, rake top 2 inches, level, and roll again.
- I. Material that is unconsolidated shall be rewet, rolled and allowed to dry, or shall be removed and replaced with new material until consolidation is achieved.

3.5 PROTECTION

- A. Protect finished surface from traffic until completely dry, 2-3 days in good weather.

END OF SECTION 32 15 13



SECTION 32 31 26

RANGE FENCE

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. Under this Section, the Contractor shall furnish and furnish and install a RANGE FENCE in accordance with the plans, specifications, and directions of the Commissioner.
- B. The installed Range Fence 4'-0" Height shall become the property of the Owner upon completion of the Contract.

1.3 RELATED SECTIONS

- A. Section 329300 Planting

1.4 SUBMITTALS

- A. All submittal shall be as per General Conditions.

PART II PRODUCTS

2.1 RANGE FENCE

- A. Fabric: Shall be four foot (4') wide rolls of fuse bonded PVC powder coated two inch (horizontal) by four inch (vertical) (2" x 4") 12 gauge galvanized wire mesh, (14 gauge core, 12 gauge after powdercoating) as manufactured by C. E. Shepherd Co., Houston, TX, Boundary Fence and Rail Systems, Richmond Hill, NY, Nassau Fences, East Meadow, NY or approved equal. Color to be Black.
- B. Line Posts: Line posts shall be 'Heavy Vinyl Guard Post', 'T' shape, 13 gauge, rust proofed steel with stabilizing anchor plate, six (6'-0") foot height, manufactured by C. E. Shepherd Co., Houston, TX, Boundary Fence and Rail Systems, Richmond Hill, NY Nassau Fences, East Meadow, NY or approved equal. Color to be Black.
- C. Tie Wire: Shall be aluminum or steel ties.

PART III EXECUTION

3.1 INSTALLATION

- A. The steel stakes shall be driven into the ground to a depth of two feet (2'). Fabric shall be secured to line stakes with three-sixteenth inch (3/16") aluminum or steel tie wire spaced eighteen inches (18") apart on posts. Line post spacing shall not exceed eight feet (8') on



**Department of
Design and
Construction**

FMS No. - P109STARA

Issue Date - 06/01/2017

center. The Contractor shall maintain the range fence during the life of this contract and shall repair or replace all members that are disturbed, damaged, destroyed, or vandalized at no extra cost to the City.

B. Posts shall not extend above fabric by more than 1”

END OF SECTION 32 31 26



SECTION 32 40 00

BOULDERS

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 SECTION INCLUDES

- A. Furnish and place boulders in accordance with the plans and specifications, and directions of the Commissioner.

1.3 RELATED SECTIONS

- A. Division 1 General Conditions.
- B. Section 320516 Aggregate Materials – Landscape
- C. Section 311300 Tree Protection and Tree Pruning
- D. Section 321123 Aggregate Base Courses

1.4 DELIVERY, STORAGE, AND HANDLING - BOULDERS

- A. Sort and Stockpile boulders by size as directed by the Commissioner.

PART II PRODUCTS

2.1 BOULDERS

- A. The boulders shall be site salvaged or locally procured Manhattan Schist or Westchester Gneiss in the sizes indicated on the plans and shall be hard, resistant to water infiltration and frost, with the highest density possible. Boulders shall be irregularly shaped and bearing few signs of quarrying. No sawn sides shall be permitted. Size shall be as shown on the drawings.
- B. Site Salvaged Boulders: A large quantity of boulders is currently stockpiled on site. Boulders in the pile shall be sorted by size categories indicated on the drawings. Concrete rubble shall be discarded. Stones too small or deemed unsuitable shall be removed from the site or crushed for subsurface use on site. Boulders meeting or exceeding the size categories shall be reviewed by the Commissioner to determine suitability for use in the project.
- C. Supplemental boulders, if required, shall be locally procured stone as previously described.

2.2 SUBMITTALS

Starlight Park Comfort Station

Boulders
32 40 00 - 1



- A. **Samples:** The Contractor shall submit samples of locally procured stone showing the color gradation and texture of the proposed stone. All samples shall be clearly labeled with Contract No. and source.
- B. **Photos:** The Contractor shall submit photos of the site salvaged and the locally procured boulders taken on site, at the quarry, or the proposed source showing the typical range in size and shape. A person or other object shall be included in the photos to provide scale.
- C. All stones used on the work shall conform to the approved samples. Boulders delivered to the site and not confirming to the samples and photos shall be rejected and removed at the Contractor's expense.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions under provisions of Section 321123 Aggregate Base Courses.
- B. Verify that substrate is capable of supporting boulders, logs or stumps and ready to receive work of this section.
- C. Verify layout with the Commissioner.
- D. Verify gradients and elevations of substrate are correct.

3.2 PLACING BOULDERS

- A. Perform this work only under the direct supervision of the Commissioner.
- B. Lift boulders set into place using straps or chains suspended from the appropriate heavy machinery.
- C. The intent of boulder placement is to create natural arrangements of boulders.
- D. The boulders shall be furnished and placed as shown on the drawings and as directed in the field by and to the satisfaction of the Commissioner. The boulders shall be placed one by one on well compacted soil or broken stone. Boulders shall be lifted and set by use of fabric slings to avoid damage to the surface of the boulders to the satisfaction of the Commissioner. Boulders shall be set with striations and bedding planes laid horizontal. Boulders shall be placed in clustered arrangements as shown on the plans and designated by the Commissioner. Boulders shall be set in earth with one-third of boulder buried and two-thirds exposed unless otherwise directed. The Contractor shall perform any fine grading required to properly set the boulders, including placing and compacting backfill.

END OF SECTION 32 40 00



SECTION 32 91 13

PLANTING SOILS

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. Subsoil materials.
- B. Planting Topsoil for Turf Lawns
- C. Planting Topsoil for Planting
- D. Planting Topsoil for Infiltration Swale

1.3 RELATED SECTIONS

- A. Division 1 DDC General Conditions
- B. Section 311300 Tree Protection and Tree Pruning
- C. Section 329200 Lawns and Grasses
- D. Section 329300 Planting

1.4 REFERENCES

- A. American Society of Agronomy: Methods of Soil Analysis.
- B. University of Delaware: Bulletin #493. Soil Testing Procedures for the North East States.
- C. Association of Official Agricultural Chemists.
- D. American Society for Testing and Materials (ASTM)

1.5 SUBMITTALS

- A. Product Data:
 - 1. Submit technical descriptive data for each manufactured or packaged product of this Section. Include manufacturer's product testing and analysis and installation instructions for manufactured or processed items and materials.
- B. Certificates:
 - 1. Submit certified analysis for each soil treatment, amendment, and fertilizer material specified and as used. Include guaranteed analysis and weight for packaged materials.
 - 2. Test Reports: Submit written reports of each sample tested. Soil tests must be unique and individual to each sample taken and are not be resubmitted or reused. Samples and analysis must be submitted within 14 calendar days of sampling.



Each report shall include the following as a minimum and such other information required specific to material tested:

- a. Date issued.
 - b. Project title and names of Contractor and material supplier.
 - c. Testing laboratory name, address and telephone number, and name(s), as applicable, of each field and laboratory inspector.
 - d. Date, place, and time of sampling or test, with record of temperature and weather conditions.
 - e. Location of material source.
 - f. Type(s) of test.
 - g. Results of tests including identification of deviations from acceptable ranges. Identify any toxic substance(s) harmful to plant growth or life.
- C. Samples:
1. Leaf mold, each source, 5 lb. packaged.
 2. Soil mix type specified, 5 lb. packaged.
 3. Mulch material, 5 lb. packaged.
- D. Schedule and Protection Plan:
1. Submit a detailed plan for scheduling and sequencing of work and for protection of completed work including coordination with contractors requiring access through the site. Indicate with schedules and plans the utilization of erosion control (filter fabric) and protection against over compaction and contamination by means of (snow) fencing.
- E. Settlement methodology: Submit a plan with a schedule describing the proposed method intended for settling installed work.

1.6 QUALITY ASSURANCE

A. Qualifications:

1. Installation and maintenance foreman on the job shall be competent experienced in landscape installation and maintenance. Perform work with personnel totally familiar with planting soil preparation and lawn and planting installations under the supervision of a foreman experienced with landscape work.
2. Agricultural Chemist: Experienced person or persons employed by public or private soils testing laboratory, qualified and capable of performing tests, making soil recommendations, and issuing reports as specified. Testing Laboratory and Agricultural Chemist shall be as approved by the Commissioner.
3. Inspections and Testing:
 - a. Soil, leaf mold, mulch and other material testing required in this Section shall be furnished and paid for by Contractor. Contractor shall provide labor to the Commissioner for taking of any tests unless otherwise provided.



- b. Commissioner, and/or Commissioner reserve the right to take and analyze at any time such additional samples of materials as deemed necessary for verification of conformance to specification requirements. Contractor shall furnish samples for this purpose upon request and shall perform testing as requested.

1.7 REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinances of the New York City Department of Building. Provide labor, materials, equipment and services necessary to make Work comply with such requirements without additional cost to the Owner.
- B. Procure and pay for permits and licenses required for work of this section.

1.8 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
 - 1. Perform both off-site mixing and on-site soil work only during suitable weather conditions. Do not disc, rototill, or work soil when frozen, excessively wet, or in otherwise unsatisfactory condition.
 - 2. Soil mixes shall not be handled, hauled or placed during rain or wet weather or when near or above field capacity.

1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials to the location where soils are to be mixed, in unopened bags or containers, each bearing the name, guarantee, and trademark of the producer, material composition, manufacturers' certified analysis, and the weight of the material. Retain packaging for the Commissioner.
- B. Soil, mulch, or amendment materials stored on-site temporarily in stockpiles prior to placement shall be protected from intrusion of contaminants and erosion. Commissioner shall approve all temporary storage means and methods.
- C. After mixing, soil materials shall be covered with a tarpaulin until time of actual use. Ensure proper drainage away from stockpile.

PART II PRODUCTS

2.1 SUBSOIL MATERIALS

- A. Suitable Soil: Suitable material shall consist of a material whose composition is satisfactory for use in backfill under this Contract if needed. The moisture content has no bearing upon such designation. In general, any well-draining mineral (inorganic) soil, maximum 3 inch size blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof, are considered as suitable materials. Determinations of whether a specific material is a suitable material will be made by the Commissioner on the above basis. This material shall be stockpiled as directed by the Commissioner.
- B. Unsuitable Soil: Unsuitable material is any material containing vegetable or organic



matter such as muck, peat, organic silt, soft plastic clay, topsoil, or sod, that is not satisfactory for use in fill under subarticle 2.1-C, is designated as an unsuitable material. Certain man-made deposits of industrial waste, sludge, or landfill will also be classified as unsuitable materials.

- C. Backfill: Free of clay, rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter, meeting the following gradation requirements:

<u>Sieve</u>	<u>% Passing</u>
3"	100
1-1/2"	80-100
1/2"	50-95
#4	30-90
#40	10-40
#200	0-12

2.2 PLANTING SOIL MATERIALS

A. Topsoil for Turf Lawns

1. Topsoil shall be a sandy/ loam, friable soil that has been removed to a depth of one foot (1') or less, if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material. No topsoil shall be delivered in a frozen or muddy condition.

- a. Organic Content: Topsoil shall contain at least three percent (3%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic content shall not exceed eight percent (8%).
- b. The acidity range shall be pH 6.0 to pH 7.2 inclusive.
- c. Soil Textural Analysis: Topsoil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site. When directed by Commissioner, the Contractor may be granted permission to screen delivered topsoil in order to achieve particle size compliance. Additional testing at the Contractor's expense will be required to confirm compliance after completion of on-site screening.

Sand (0.05 to 2mm)	40% to 65%
Silt (0.002 to 0.05 mm)	25% to 65%
Clay (<0.002 mm)	20% maximum

- d. Electrical Conductivity shall be maximum 1.50 mmhos/cm. A higher level would indicate excessive salt content and material will be rejected and removed from the site.
- e. Nutrients: Topsoil test results shall show recommendations for soil additives or fertilizers to correct nutrient deficiencies as necessary. Soil additives and fertilizers shall be incorporated as necessary at the Contractor's expense. Follow the fertilizer recommendation as provided by the Rutgers Cooperative Research & Extension test results.



- B. Topsoil for Planting
1. Imported borrow.
 2. Friable loam.
 3. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
 4. Acidity range (pH) of 6 to 7.
 5. Containing a minimum of 8 percent organic matter, consisting of well composted leaf mold.
 6. Electrical conductivity shall be less than 3000 micromhos/cm.
 7. The textural analysis of the soil shall be as follows:

<u>MATERIAL</u>	<u>PARTICLE SIZE</u>	<u>ACCEPTED RANGE</u>
Rocks and Stones	>6.30mm	0%
Gravel ³	6.30mm - 2.00mm	<10%
Sand ^{1,2}	2.00mm - 0.05mm	60% - 70%
Silt	0.05mm - 0.002mm	12% - 31%
Clay	<0.002mm	9% - 18%

1. At least fifty (50) percent of the sand fraction shall be medium sand or coarser (greater than or equal to 0.25 mm) according to U.S.D.A. particle size standards. No more than one (1) percent of the soil material may contain expandable clay minerals.
2. Total percent sand, silt, & clay is to be determined on the material passing a #10 (2.00mm) sieve, which excludes gravel.
3. Gravel is measured as a percentage of the total sample, and is that material retained on a #10 (2.00mm) sieve.

C. Topsoil for Infiltration Swale

1. Topsoil for Infiltration Swale shall have a sandy loam, loamy sand, or loam texture per USDA textural triangle. Maximum clay content is <5%; soil mixture shall be 50-60% sand; 20-30% leaf compost; and 20-30% topsoil. The soil shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than two inches. No other materials or substances shall be mixed or dumped within the infiltration planter that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations.
2. Leaf compost is essentially composed of aged leaf mulch and provides added organic matter to improve the health of the soil and ensure adequate soil structure.
3. Sand shall meet ASTM C33 Fine Aggregate.
4. Topsoil shall be composed of the following, by weight:

Sand (2.0 - 0.050 mm)	50 - 85%	AASHTO T88
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Silt (0.050 – 0.002 mm)	0 – 50%	AASHTO T88
Clay (less than 0.002 mm)	10 – 20%	AASHTO T88
Organic Matter	2 – 3%	AASHTO T194

5. Topsoil shall meet the following sieve analysis:

<u>ASTM E11 Sieve Size</u>	<u>Minimum PERCENT Passing by Weight</u>
2 in.	100
No. 4	90
No. 10	80

6. Topsoil shall meet the following criteria:

<u>Item</u>	<u>Criteria</u>	<u>Test Method</u>
<u>Corrected pH</u>	<u>5.5 – 7.5</u>	<u>ASTM D4972</u>
Magnesium	Minimum 32 ppm	*
Phosphorus (Phosphate - P2O5)	Not to exceed 69 ppm	*
Potassium (K2O)	Minimum 78 ppm	*
Soluble Salts	Not to exceed 500 ppm	

2.3 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Topsoil Material: Perform in accordance with methods from The American Society of Agronomy Procedures Manual Methods of Soil Analysis Parts 1 and 2; No. 9 in the Series Agronomy, and from the Soil Testing Procedures for the Northeast States, Bulletin # 493, Univ. of Delaware, as described for New York.
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART III EXECUTION

3.1 STOCKPILING

- A. Stockpile materials on site at locations approved by Commissioner.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.



3.2 PREPARATION OF SUBGRADE:

- A. Hollows, depressions, and gullies shall be filled with acceptable material free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. All surplus material and debris shall be removed and disposed of as directed by the Commissioner. The use of road graders shall not be allowed on site to grade the subgrade nor to grade the topsoil.
- B. Loosen subsoil by scarifying, ripping or tilling using disks, harrows or other suitable equipment to a depth of (4" - 6") immediately before placing any topsoil. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.3 PLACEMENT AND SPREADING OF TOPSOIL

- A. No topsoil shall be handled when, in the opinion of the Commissioner, it is too wet. Place and spread approved topsoil in dry weather on dry unfrozen grade. Topsoil for groundcover and herbaceous plant areas shall be mixed with compost in the proportions of seven (7) cubic yards of topsoil to two (2) cubic yards of compost and spread to a compacted depth of nine (9"), or as indicated on the drawings. No deduction shall be made for the volume of compost in the measurement of topsoil quantities.
- B. Place topsoil in lifts not to exceed 12".
- C. Topsoil for lawns shall be compacted to 80% with a roller prior to sodding or seeding. Sodded areas shall be rolled after sod is placed as well. Topsoil for planting areas shall be allowed to settle naturally over several weeks prior to planting. Finish grades shall be adjusted to meet design elevations prior to planting with additional topsoil.
- D. Topsoil for vegetated swale shall be placed in horizontal layers not to exceed 12 inches for the entire area of the infiltration filtration. The soil mix shall be compacted by saturating the entire area of the infiltration planter after each lift of soil mix is placed until water flows from the underdrain. Water for saturation shall be applied by spraying or sprinkling. Saturation of each lift shall be performed in the presence of the Commissioner. An appropriate sediment control device shall be used to treat any sediment-laden water discharged from the underdrain. If the soil mix becomes contaminated during the construction of the facility, the contaminated material shall be removed and replaced with uncontaminated material at no additional cost to the Administration. Final grading of the soil for infiltration planter shall be performed after a 24-hour settling period. Final elevations shall be within 2 inches of elevations shown on the Contract Plans.

3.4 PREPARATION OF FINAL GRADE:



- A. Thoroughly cultivate topsoil to minimum depth of (4") by rototilling or hand methods where compaction has occurred and to break up all soil lumps. Float until surface is smooth.

3.5 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Repair in kind any damage caused by stockpiled materials or associated operations.

END OF SECTION 32 91 13



SECTION 32 91 19

LANDSCAPE GRADING

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 SECTION INCLUDES

- A. Topsoil and finish grade for final landscaping and seeding

1.3 RELATED SECTIONS

- A. Section 324000 Place Boulders
- B. Section 329113 Planting Soils
- C. Section 329200 Turf and Grasses
- D. Section 329300 Landscape Planting

PART II PRODUCTS

2.1 Material

- A. Topsoil: As specified in Section 329113.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify earthwork and site grading has been completed and inspected.
- B. Verify that sub-grade has been contoured and compacted.

3.2 SUBGRADE PREPARATION

- A. Eliminate uneven areas and low spots
- B. Remove debris, roots, branches, stones, in excess of ½ inch in size. Remove subsoil contaminated with petroleum products..
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.3 PLACING TOPSOIL



- A. Place topsoil in areas where seeding and landscaping is required to the following compacted thickness:
 - 1. Seeded areas - 12 inches.
 - 2. Perennial Beds – 18 inches.
 - 3. Shrub Beds – 24 inches
 - 4. Tree Planting – 24 inches
- B. Place topsoil during dry weather.
- C. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of sub-grade.
- D. Remove roots, weeds, rocks, and foreign material while spreading.
- E. Manually spread topsoil close to existing vegetation to prevent plant damage.
- F. Leave stockpile area and site clean and raked, ready to receive seeding.

3.4 TOLERANCES

- A. Top of Topsoil: Plus or minus ½ inch.

3.5 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, sidewalks and other site features.

3.6 CLEAN-UP

- A. Remove all excess materials and debris from Owner's property.

END OF SECTION 32 91 19



SECTION 32 92 00

LAWNS AND GRASSES

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. Construct Lawn. Provide all materials and equipment, and do all work required to complete the seeding and sodding including furnishing and placing topsoil, as indicated on the Drawings and as specified.
- B. Maintenance and Guarantee
- C. Aerate, Topdress, and Seed Lawn Areas. Within the Critical Root Zones and Absolute Critical Root Zones of existing trees, and within areas of existing lawn, contractor shall provide all materials and equipment to prepare existing soil, place and maintain top dress material, and furnish, plant and maintain grass seed, as indicated on the Drawings and as specified.

1.3 RELATED WORK

- A. Section 329113 Planting Soils

1.4 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 - I. American Society for Testing and Materials (ASTM):
 - a. C136 Sieve Analysis of Fine and Coarse Aggregates
 - b. D422 Particle-Size Analysis of Soils
 - c. E11 Wire-Cloth Sieves for Testing Purposes

1.5 SUBMITTALS

- A. Manufacturer's Product Data: Manufacturer's product data shall be submitted for the following materials:

- I. Aluminum sulfate



2. Fertilizer

- B. Certificates: Labels from the manufacturer's container certifying that the product meets the specified requirements shall be submitted for the following materials:

1. Commercial fertilizer
2. Ground limestone
3. Seed mix for sod

1.6 INSPECTION AND TESTING

- A. Work will be subject to inspection at all times by the Commissioner. The Contractor shall engage an independent testing laboratory to analyze and test materials used in the construction of the work. Where directed by the Commissioner the testing laboratory will make material analyses and will report to the Commissioner whether materials conform to the requirements of this specification.

1. Cost of tests and material analyses made by the testing laboratory will be borne by the Contractor.
2. Testing equipment will be provided by and tests performed by the testing laboratory. Upon request by the Commissioner, the Contractor shall provide such auxiliary personnel and services needed to accomplish the testing work and to repair damage caused thereby to the permanent work.
3. Gradation of granular materials shall be determined in accordance with ASTM C 136. Sieves for determining material gradation shall be as described in ASTM E 11.

- B. Testing, analyses, and inspection required by the Contractor for his own information or guidance shall be at his own expense.

- C. The Contractor shall engage an independent testing agency to perform the following tests and analyses:

1. Material: Tests and Analysis Required
2. Topsoil: Mechanical analysis of soil and determination of pH and organic matter content, and nutrient content. Recommendations shall be made by the testing agency as to the type and quantity of soil additives required to bring nutrient content and pH to satisfactory levels for seeding and sodding.
3. Compost: Determination of moisture absorption capacity, organic matter content, and pH.

- D. Materials shall not be used in construction until test results have been reviewed by the Commissioner.



1.7 DELIVERY, STORAGE, AND HANDLING

A. Digging Sod:

1. Sod shall not be dug at the nursery or approved source until ready to transport sod to the site of the work or acceptable storage location.
2. Before stripping, sod shall be mowed at a uniform height of 2 in.
3. Cut sod to specified thickness and to standard width and length desired.

B. Transportation of Sod:

1. Sod transported to the Project in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicle to prevent injury. Closed vehicles shall be adequately ventilated to prevent overheating of the sod.
2. Evidence of inadequate protection following the digging, carelessness while in transit, or improper handling shall be cause for Commissioner's rejection.
3. Sod shall be kept moist, fresh, and protected at all times. Such protection shall encompass the entire period during which the sod is in transit, being handled, or are in temporary storage.
4. Upon arrival at the temporary storage location or the site of the work, sod material shall be inspected for proper shipping procedures. Should the sod be dried out, the Commissioner will reject the sod. When sod has been rejected, the Contractor shall at once remove it from the area of the work and replace it with acceptable material.
5. Unless otherwise authorized by the Commissioner, the Contractor shall notify the Commissioner at least two working days in advance of the anticipated delivery date of sod material. Certificate of Inspection when required shall accompany each shipment.

C. Handling and Storage of Sod:

1. Sod material shall be handled with extreme care to avoid breaking or tearing strips.
2. Sod shall not be stored for longer than 30 hours prior to installation. Sod shall be stored in a compact group and shall be kept moist. Sod shall be prevented from freezing.
3. Sod that has been damaged by poor handling or improper storage will be rejected



by the Commissioner.

- D. Deliver seed in original sealed containers, labeled with analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, location of packaging, and name of seed grower. Damaged packages will not be accepted.
- E. Seed shall be stored under cool and dry conditions so that the endophytic seed in the mixture is capable of maintaining a high level of endophytes
- F. Deliver fertilizer in sealed waterproof bags, printed with manufacturer's name, weight, and guaranteed analysis.

1.8 PLANTING SEASON

- A. Planting season for sod shall be as follows:

<u>Item</u>	<u>Planting Period</u>	
	<u>Spring</u>	<u>Fall</u>
Sod	04/01 to 07/1	09/15 to 10/30
Seeding	03/15 to May 30	08/15 to 9/30

- B. Planting shall only be performed when weather and soil conditions are suitable for planting the material specified in accordance with locally accepted practice.
- C. Planting season may be extended with the written permission of the Commissioner.

1.9 ACCEPTANCE

- A. Acceptance:

- 1. The Commissioner will inspect all work for Substantial Completion upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
- 2. Acceptance of material by the Commissioner will be for general conformance to specified requirements, and shall not relieve the Contractor of responsibility for full conformance to the Contract Documents.
- 3. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Commissioner, the Commissioner will recommend to the Commissioner that the work of this Section be accepted.

- B. Sod and seed areas will be accepted when in compliance with all the following conditions:

- 1. Roots are thoroughly knit to the soil;
- 2. Absence of visible joints (sodded areas);
- 3. All areas show a uniform stand of specified grass in healthy condition;
- 4. At least 60 days have elapsed since the completion of work under this Section.



PART II PRODUCTS

2.1 SOD MAKEUP

- A. Sod shall be a superior sod grown from high quality seed of known origin. Seed is to be inspected by a Certification Agency to assure satisfactory genetic identity and purity, overall high quality, and freedom from noxious weeds at time of harvest.
- B. Grass Seed Blend: the blend/mix of grass in sod shall be one of those listed below and shall be harvested from one field to insure a uniform color and texture. Percentages of each grass type are to be within the given range for that type.

GRASS SEED MIXTURE				
PERCENT BY WEIGHT	GRASS SEED	PURITY	GERMINATION	MAXIMUM WEEDSEED

60%	TALL FESCUE	98%	85%	.25%
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One or more of the following varieties:

Apache II, Arid 3, Cochise III, Coronado Gold, Falcon IV, Justice, Jaguar III, Lancer (SH), Masterpiece, Rebel IV, Rebel Jr. (SH), Rebel Sentry, Rembrandt, Tomahawk E+, RTF or approved equal.

20%	BLUEGRASS	98%	80%	.10%
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One or more of the following varieties:

Able 1 (SH), Blackburg, Glade Moonlight, Midnight, America (SH) Brilliant, Ram (SH), Touchdown (SH) Warren's A-34 (SH), Bristol (SH), Loft 1757 (SH), or approved equal.

20%	PERENNIAL RYEGRASS	98%	85%	.25%
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One or more of the following varieties:

Brightstar II, Manhattan 4, Citation Fore, Elfkin or approved equal

1. NOTE: The cultivars followed by "(SH)" exhibit better shade tolerance than other varieties, under moderate shade.
2. All seed shall be interagency certified under the auspices of a State Seed Improvement Cooperative and must bear their seals of certification on each fifty pound (50 lb.) bag. All Grass Seed shall be delivered in sealed standard size bags of the vendor, showing weight, analysis, and name of vendor. It shall be stored as directed by the Commissioner, in such a manner that its effectiveness will not be impaired.
3. Sod shall be machine cut to uniform soil thickness of five-eighths inch (5/8"), plus or minus one-quarter inch (1/4") at the time of cutting. Measurement for thickness shall exclude top growth and thatch. Individual pieces of sod shall be cut eighteen inches (18") wide by sixty inches (60") long (7-1/2 sq. ft.) or rolls four feet (4') wide by fifty feet (50') long (200 sq. ft.). Standard sections of sod shall



be strong enough to support their own weight and retain their size and shape when suspended vertically. Sod shall not be harvested or transplanted when the moisture content may adversely affect its survival.

4. Sod shall be harvested, delivered, and transplanted within a period of thirty six (36) hours. Before cutting, sod shall be mowed uniformly at a height of one and one-half inches (1 1/2"). The Engineer may inspect the sod before it is harvested but reserves the right to reject, on or after delivery, any sod which, in their opinion, does not meet with the specifications.
5. When sod is delivered with monofilament (plastic or similar) backing, the backing shall be removed after rolling out the sod and discarded in an approved manner.

2.2 SOD REQUIREMENTS

- A. Time Limitations: Sod shall be harvested, delivered, and transplanted within a 36 hour period unless a suitable preservation method is approved prior to delivery. Sod not transplanted within this period shall be inspected and approved by the Commissioner prior to its installation.
- B. Thatch: Sod shall be relatively free of thatch. A maximum of 1/2 in. (uncompressed) thatch will be permitted.
- C. Diseases, Nematodes, and Insects: Sod shall be free of diseases, nematodes, and soil-borne insects. State Nursery and Plant Materials Laws require that all sod be inspected and approved for sale. The inspection and approval must be made by the State Agricultural Department, Office of the State Entomologist.
- D. Weeds: Sod shall be free of objectionable grassy and broad leaf weeds. Turfgrass sod shall be considered free of such weeds if less than five such plants are found per 100 sq. ft. of area.
 1. Turfgrass sod shall not be acceptable if it contains any of the following weeds: common bermudagrass (wiregrass), quackgrass, johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel and bromegrass.
- E. The Commissioner reserves the right to reject, on or after delivery, all material which does not, in their opinion, meet these specifications. The rate of seeding shall be ten pounds (10 lbs.) per one thousand (1,000) square feet.

2.3 SEEDING

- A. Topseeding with a seed mix matching the procured sod.

2.4 TOPSOIL

- A. Stockpiled topsoil shall be treated with weed killer in accordance with manufacturers printed instructions prior to mixing and spreading operations
- B. Topsoil shall conform to Section 329113 Planting Soils
- C. Topsoil shall have a pH value range of 6.0 to 6.5.



1. If planting soil mixture does not fall within the required pH range, limestone or aluminum sulfate shall be added to bring the pH within the specified limit.

2.5 COMPOST

- A. Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.
- B. Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, composted leaves that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.
- C. Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal.
- D. Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites. Organic biosolids are not acceptable under this specification.

2.6 LIMESTONE

- A. Lime shall be an approved agricultural limestone containing no less than 50% of total carbonates, and 25% total magnesium with a neutralizing value of at least 100%. The material shall be ground to such a fineness that 40% will pass through a No. 100 U.S. Standard Sieve, and 98% will pass through a No. 20 U.S. Standard Sieve. The lime shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use, will be rejected.

2.7 WATER

- A. Water shall be suitable for irrigation and free from ingredients harmful to seeded or sodded areas.

2.8 ALUMINUM SULFATE

- A. Aluminum sulfate shall be unadulterated and shall be delivered in containers with the name of the material and manufacturer, and net weight of contents.

2.9 COMMERCIAL FERTILIZER

- A. Fertilizer shall be a *pesticide free* (no weed-and-feed), low phosphorus, slow release product such as "Healthy Turf (8-1-9)" as manufactured by Plant Health Care, Inc,



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

Pittsburgh, PA; or Safer Ringer Lawn Restore (10-2-6) as manufactured by Woodstream Corp., Liftitz, PA; or Nutrients Plus (7-2-12) as manufactured by Nutrients Plus, Virginia Beach VA, or approved equal.

B. Fertilizer shall conform to the following:

1. When applied as a topsoil amendment, fertilizer shall have an analysis that will deliver appropriate amounts of nitrogen, phosphorus, and potassium as required to remedy deficiencies revealed by testing the topsoil.
2. When used as a top dressing for the maintenance of sod, fertilizer shall conform to the following:

<u>Constituent</u>	<u>% Present by Weight</u>
Nitrogen (N)	7-10
Phosphorous (P)	1-2
Potassium (K)	4-12

- a. 50% of nitrogen shall be derived from natural organic source of ureaform.
 - b. Available phosphorus shall be derived from superphosphate, bone meal, or tankage.
 - c. Potassium shall be derived from muriate of potash containing 60% potash.
- C. Fertilizer shall be delivered in manufacturer's standard container printed with manufacturer's name, material weight, and guaranteed analysis.**
- D. Fertilizers with N-P-K analysis other than that stated above may be used provided that the application rate per square foot of nitrogen, phosphorus, and potassium is equal to that specified.**

2.10 SUPERPHOSPHATE

- A. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, and containing not less than 20% available phosphoric acid. The superphosphate shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any superphosphate which becomes caked or otherwise damaged making it unsuitable for use, will be rejected.**

2.11 CELLULOSE FIBER MULCH

- A. Cellulose fiber mulch shall be composed of virgin wood, contain a green color additive, be weed free, and non-polluting, containing no germination or growth - inhibiting factors, similar to Hydro Mulch, manufactured by Conwed Corporation, St. Paul, Minnesota 55113.**



2.12 WEED CONTROL

- A. Weed control for stockpiled topsoil shall be a non-selective weed killer for control of grassy and broadleaf weeds; weed control shall have short residual, allowing seeding or sodding operations to occur within 7 days of application.

2.13 TOPDRESS MATERIAL:

- A. Topdress material shall consist of one-third (1/3) screened topsoil, one-third (1/3) compost, and one-third (1/3) clean construction sand.
 - 1. Topsoil for Turf Lawns - See Section 329113 Planting Soils
 - 2. Compost - See Paragraph 2.5.
 - 3. Construction Sand - shall consist of clean, hard, durable, uncoated stone particles, free from lumps of clay and all deleterious substances and shall be so graded when dry, one hundred percent (100%) shall pass a one-quarter inch (1/4") square opening sieve. Not more than thirty-five percent (35 %) by weight shall pass a No. 50 sieve. Sand may be rejected if it contains more than ten percent (10%) by weight of loam or silt.
- B. Screened topsoil, sand, and compost quantities are to be measured by volume and thoroughly mixed prior to application.

PART III EXECUTION

3.1 PREPARATION OF SUBGRADE

- A. Subgrade shall be examined to ensure that rough grading and all other subsurface work in lawn areas and other areas to be seeded is done prior to start of seeding and sodding.
- B. Existing subgrade shall be loosened or scarified to a minimum depth of 3 in. prior to spreading topsoil. Subgrade shall be brought to true and uniform grade, and shall be cleared of stones greater than 3 in., sticks, and other extraneous material.

3.2 SPREADING OF TOPSOIL

- A. Topsoil shall not be spread until it is possible to follow immediately or within 24 hours with seeding or sodding operations. If topsoil is spread prior to this time it shall be cultivated to loosen soil prior to seeding or sodding.
- B. Topsoil shall not be placed when subgrade or topsoil material are frozen, excessively wet, or excessively dry.
- C. Topsoil shall be spread in a uniform layer, to a thickness which will compact to the depth required to bring final lawn and grass surfaces to required elevation. Unless otherwise indicated minimum depth of topsoil shall be 6 9in.



- D. Surfaces shall be graded and smoothed, eliminating all sharp breaks by rounding, scraping off bumps and ridges, and filling in holes and cuts.

3.3 APPLICATION OF FERTILIZER AND CONDITIONERS

- A. Fertilizer and conditioners shall be applied at the following rates:
1. Compost - as required by test results of topsoil.
 2. Limestone - as required by test results of topsoil.
 3. Fertilizer - as required by test results of topsoil.
- B. Mixing with topsoil:
1. Fertilizer and conditioners shall be spread over the entire lawn areas at the application rates indicated above.
 2. Materials shall be uniformly and thoroughly mixed into the top 4 in. of topsoil by discing, rototilling, or other approved method.
- C. Two (2) applications of acceptable commercial fertilizer shall be applied by machine, each application at the rate of twenty (20) pounds per thousand (1,000) square feet or as recommended by the manufacturer. The first application shall be made at the time of installation of seed. The second application shall be made approximately six (6) months after the first application. This treatment shall take place during the next appropriate fertilizing season; that is, the following Spring or Fall, and shall be subject to the direction of the Commissioner. The second application shall be applied to the surface only. Incorporation shall be achieved by thoroughly watering the entire area after application. The Contractor shall provide all labor and materials including water if not available from NYC sources.

3.4 FINISH GRADING

- A. Final surface of topsoil immediately before seeding shall be within $\pm 1/2$ in. of required elevation, with no ruts, mounds, ridges, or other faults, and no pockets or low spots in which water can collect. Stones, roots, and other debris greater than 1 in. in any dimension, which are visible at the surface, shall be removed and the resulting holes filled with topsoil, leaving a uniform planar surface.
- B. Finish grade surface with a drag or rake. Round out all breaks in grade, smooth down all lumps and ridges, fill in all holes and crevices. Rolling with a light roller is acceptable, if the surface is scarified afterward.
- C. In the event of settlement, the Contractor shall readjust the work to required finished grade.

3.5 SOIL STABILIZATION FABRIC

- A. Place soil stabilization fabric in all slopes of 3:1 or steeper grade.
- B. Pin in place in accordance with the manufacturer's directions.

3.6 SODDING



- A. Edges of the sodded areas shall be smooth, and all sodded areas shall conform to the design cross sections and grade. At edges adjacent to curbs, paved areas, etc., top surface of earth in sod shall be 1/2 in. below adjacent hard surface.
- B. Sod shall be placed and all sodding operations completed within 72 hours following stripping from sod source bed.
- C. On slopes steeper than 3 to 1, sod shall be fastened in place with suitable wood pins or other approved methods, spaced at not less than 1 pin per square foot.
- D. Surface of completed sodded area shall be smooth. Sod shall be laid edge-to-edge, with tight-butted, staggered joints. Sod shall be carefully placed to insure that it is neither stretched nor overlapped. Immediately after laying sod shall be pressed firmly into contact with sod bed by tamping or rolling, to eliminate air pockets. Following compaction, topsoil shall be used to fill all cracks, and excess soil shall be worked into grass with rakes or other suitable equipment. Sod shall not be smothered with excess fill soil.
- E. Immediately after sodding operations have been completed, entire surface shall be compacted with a cultipacker roller or other approved equipment weighing 100 to 160 lb./ft. of roller.
- F. Completed sod shall immediately be watered sufficiently to uniformly wet the soil to at least 1 in. below the bottom of sod bed.

3.7 SERVICE

- A. Except as otherwise specified below, service shall include all operations required to produce an established lawn, including but not limited to:
 - 1. Fertilizing
 - 2. Mowing
 - 3. Replanting
 - 4. Resodding
 - 5. Watering
 - 6. Weeding
- B. Provide & maintain plastic fencing and/or rope barricades at perimeters of seeded areas immediately after seeding of lawns.
- C. Service of sodded areas shall begin upon completion of sodding and shall continue for 45 days thereafter, unless sodding is not completed until after September 15, in which case maintenance shall continue until the June 15 following.
 - 1. Watering

- a. Week No. 1: Provide all watering necessary for rooting of sod. Soil on



sod pads shall be kept moist at all times. Perform watering daily or as necessary to maintain moist soil to a depth of 4 in. Watering shall be done during the heat of the day to prevent wilting.

- b. Week No. 2 and Subsequent Weeks: Water as necessary to maintain adequate moisture in the upper 4 in. of soil to promote deep root growth.

2. Mowing

- a. Mowing shall not be attempted until the sod is firmly rooted and securely in place. Not more than 40% of the grass leaf shall be removed during the first or subsequent mowings.
- b. Bluegrass and other cool season grasses shall be maintained between 1-1/2 in. and 2-1/2 in.
- c. All clippings shall be removed.
- d. After 2 mowings, the Contractor shall top dress the sod with an application of fertilizer at the rate of 1 pound of actual nitrogen per 1000 square feet.

3. Scattered bare spots, shall not exceed 15 sq. in. each.

- D. First mowing shall be done when average height of grass is 2-1/2 in., with mower set to cut at a height of 1-1/2 in. Subsequent mowings shall be made at not over two week intervals, with the height of cut set at 1-1/2 in. With prior permission of the Commissioner, mowings during periods of slow growth or dormancy may be spaced at greater intervals.
- E. Weeds and growth other than varieties of grass named in grass seed formula shall be removed. Removal may be accomplished by use of suitable herbicides or by physical removal, in which case top growth and roots shall both be removed, and bare spots exceeding specified limits shall be reseeded.
- F. Topseed bare patches per direction of Commissioner.
- G. If lawn or grass is established in the fall and maintenance is required to continue into spring months, lawn and grass shall receive an application of lime and fertilizer in the spring. Lime and fertilizer shall be spread in a uniform layer over the entire lawn surface, at the following rates.

<u>Material</u>	<u>Application Rate</u>
Lime	100 lb./1000 sq. ft.
Fertilizer	20 lb./1000 sq. ft.

- H. Remove any fencing and rope barricades only after second cutting of lawns.

3.8 GUARANTEE



- A. The Contractor hereby guarantees that all work specified in this Section will be free from defects of materials and workmanship for a period of:

1. LAWN: two (2) years beginning at the date of acceptance of substantial completion, per Addendum to General Conditions

- B. The following types of failure will be adjudged as defective work:

1. LAWN
 - a. Failure in planting.
 - b. No bare spots larger than 3 square feet.
 - c. Not more than 10% of total area with bare spots larger than one square foot.
 - d. Not more than 15% of total area with bare spots larger than 6 inches square.

- C. Operations: The Contractor shall, during the entire guarantee period, cultivate, weed, and, if necessary, water all lawn and meadow grass areas under this contract to the satisfaction of the Commissioner. The Contractor shall replace, according to the original specifications, any lawn areas adjudged to be dead or in a dying condition at the request of the Commissioner. The Commissioner shall be the sole judge as to the condition of the lawn. The guarantee and maintenance applies to all lawn and meadow grass areas.

3.09 TOPDRESSING, AERATION AND SEEDING

- A. PREPARATION OF SEED BED: The Contractor shall cut grass or other existing vegetation to a three-quarter inch (3/4") height and rake clean. Screened topsoil shall be applied to depressed areas to provide a uniform gradient. The Aerator should be equipped with three-quarter inch (3/4") hollow tines 3 to 4 inches long and passed over the area four (4) to six (6) times in different directions, as directed by the Commissioner. If the full depth of penetration cannot be achieved, the Contractor must increase the soil moisture content by watering the area to a sufficient depth. Within the Tree Protection Zone or as directed by the Commissioner the Contractor may be directed to utilize a scarifying machine in place of an aerator in order to limit surface penetration to the top one or two inches of soil. The area should be raked smooth after aerating to break up all soil cores generated by the aerating operation.
- B. INSTALLATION: Topdressing material shall be spread over aerated areas to a depth of at least one-half inch (1/2") and raked into the soil. Limestone, as needed, and Commercial Fertilizer Low Phosphorus (Slow Release) shall be incorporated into the topdressing material at their respective rates. Grass seed shall be sown, covered to the proper depth and firmed in such a manner that a uniform stand of grass will result.

END OF SECTION 32 92 00



**Department of
Design and
Construction**

FMS No. - P109STARA
Issue Date - 06/01/2017

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SECTION 32 93 00

LANDSCAPE PLANTING

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 SECTION INCLUDES

- A. Furnishing and installation of all Landscape and Plantings
- B. Mulch
- C. Miscellaneous Products
- D. Pruning
- E. Pest and disease control
- F. Guarantee

1.3 RELATED SECTIONS

- A. Section 329113 Planting Soils
- B. Section 329119 Landscape Grading
- C. Section 329200 Turf & Grasses

1.4 REFERENCES

- A. Tree and shrub transplanting manual, latest edition, International Society of Arboriculture (I.S.A.).
- B. American Standard for Nursery Stock, ANSI Z60.1, latest edition, American Association of Nurserymen, Inc.

1.5 ABBREVIATIONS

- A. Cal. Indicates the caliper of the trunk of the tree.
- B. B & B Indicates tree or shrub to be balled and burlapped.
- C. B.R. Indicates a tree or shrub to be delivered "bare root".
- D. Cont. Indicates tree or shrub to be container grown (size per industry standard).
- E. O.C. Indicates "on center" or spacing between plants in all directions.



- F. HT. Indicates overall height of tree.

1.6 DEFINITIONS

- A. Backfill: Soils used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- F. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
- H. Finish Grade: Elevation of finished surface of planting soil.
- I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- J. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- K. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.



- L. Planting Soils: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 Planting Soils.
- M. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, perennials, bulbs, corms, tubers, or herbaceous vegetation.
- N. Root Flare: Also called "trunk flare." The area at the base of the plant's stem (trunk) where the stem broadens to form roots; the area of transition between the root system and the stem or trunk.
- O. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees at or below the soil surface or within the root ball or container, which will, over time, constrain healthy plant growth and the long term viability of the tree.
- P. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- Q. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- R. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.7 SUBMITTALS

- A. Notice of intent to perform work shall be submitted to the Commissioner at least 14 calendar days prior to planting.
 - 1. Within thirty (30) calendar days after Notice to Proceed, submit to Commissioner invoices or certificates of deposit from nursery(ies) guaranteeing timely delivery of all specified and tagged plant materials. Indicate the following:
 - a. Confirmed plant species (and cultivar), size and grade of materials to be planted.
 - b. Source of origin and health of plant materials for each type.
 - 2. If any plant materials are unavailable at the time of submittal, Contractor shall contact Commissioner to determine acceptable alternatives.
 - 3. Submit a schedule itemizing the landscape planting work to be performed to the Commissioner. This schedule shall be submitted within thirty (30) calendar days after Contract Notice to Proceed.



- a. Include in this schedule, anticipated dates for commencement and sequencing of landscape planting work, including, but not limited to, selections and tagging, layouts and layout approval, placement of trees, and commencement of the maintenance period.
- B. Product Data:
 1. Submit to Commissioner technical descriptive data for each manufactured or packaged product of this Section. Include manufacturer's product testing and analysis and installation instructions for manufactured or processed items and materials.
- C. Plant Material:
 1. Plant Sources: Submit to Commissioner a list of sources clearly stating plant material species, cultivar, size, form, and quantities available at each nursery.
 2. Photographic Documentation Prior to Nursery Visit: The contractor shall provide digital photographs for each required species, cultivar showing size and condition for review by the Commissioner to determine that the plant material meets the requirements of the specifications and drawings.
 - a. Take photographs from an angle depicting true size and condition of the typical plant to be furnished.
 - b. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished.
 - c. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- D. Certificates:
 1. Furnish to Commissioner certification that each tree is true to name and in conformance with these Specifications. All nurseries supplying material shall be required to have a registration certificate from the Department of Agriculture and Markets, Division of Plant Industry, New York, or any other state where plant material is obtained, certifying that plant material is apparently free of injurious insects and diseases.
 2. Furnish to Commissioner certificates/cultivars by supplying nursery.
 3. Prior to the use on site of any chemical insect or disease control materials, submit to Commissioner a list of the control materials and quantities intended for use in controlling insects and disease prevalent and expected on the site. Submittal shall include data demonstrating the compatibility of the control materials and methods of installation or application with the specified planting types and varieties. The use of any chemical insect or disease control materials shall not be allowed except by written approval and consent of Commissioner.



4. If any chemical insect or disease control materials are to be used, they must be applied prior to the tree's delivery to the site. No chemical insect or disease control materials are to be applied on-site.
- E. Samples for Verification: For each of the following:
 1. Shredded Bark Mulch: 1 Quart volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
 2. Mineral Mulch: 1 lb. each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.
- F. Soil Tests: Where planting is to occur in existing soils provide soil test for each identifiable soil type on the project site, as designated on the plans. Test results should identify soil characteristics and include recommendations for amendments suitable for proposed plantings.

1.8 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified landscape Installer.
- B. Letter of Guarantee.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape contractor whose work has resulted in successful establishment of plants in projects similar in size, scope and character.
 1. Experience: Two years' experience in landscape installation in addition to requirements in "DDC GENERAL CONDITIONS."
 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 3. Pesticide Applicator: State licensed, commercial.
- B. Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.



1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling; with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for plant growth.
 - a. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.10 REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinance of New York City Department of Building. Provide labor, materials, equipment and services necessary to make Work comply with such requirements without additional cost to the Owner.
- B. Procure and pay for permits and licenses required for work of this section.

1.11 PROJECT/SITE CONDITIONS

- A. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference or annoyance to others.
- B. Construction Sequencing: Planting shall take place only after the installation of edging and pavement materials.
- C. The Contractor shall be responsible for pedestrian and vehicular safety and control within the work site. He/she shall provide the necessary warning devices and ground personnel needed to give safety, warning and protection to persons and vehicular traffic within the area.
- D. During site preparation, planting and after care, the Contractor shall be responsible for all damage to existing features above and below ground (benches, utility lines, irrigation pipes, lampposts, path surfaces) incurred as a result of work operations.

Repairs and/or replacements shall be made to the satisfaction of the Owner's Representative.
- E. Environmental Requirements and Planting Schedule:
- F. Plant only within the following dates, weather permitting. Do not plant when the ground is frozen, excessively wet, or the soil is otherwise in an unsatisfactory condition for planting:



1. The Spring Season for all planting materials shall be that period from March 1 through May 15.
 2. The Fall Season is divided into two parts, made necessary by the handling characteristics of two plant types.
 - a. September 1 through October 15 shall be the fall planting season for deciduous and evergreen materials.
 - b. October 15 through December 1 shall be the fall planting season for deciduous materials only.
- G. Environmental Requirements for Soils:
1. Soil mixes shall not be handled, hauled or placed during rain or wet weather or when near or above field capacity.

1.12 PLANT MATERIAL INSPECTION

- A. Plants shall be subject to inspection and approval by Commissioner at the place of growth and again upon delivery and prior to planting for conformity to specification requirements as to quality, size and variety. Such approval shall not impair the right of rejection due to damage suffered in handling, transportation and/or planting. Rejected plants shall be removed immediately from the site. Inspection outside the State of New York or beyond a 90-mile radius from the site, shall be made at the expense of the Contractor. A Contractor's representative shall be present at all inspections.
- B. Written requests for inspection of plant material at their place of growth shall be submitted to the Commissioner at least 14 days prior to digging. The Commissioner may refuse inspection if in his/her judgment an insufficient quantity of plants is available for inspection. The Contractor shall, at his expense, supply the Commissioner with such labor and assistance as may be necessary in the handling of material for proper inspection.
- C. Inspection of plant materials for spring planting shall occur during the previous fall season, or at a time prior to planting when sufficient plant growth has occurred to assess and evaluate plant species, size, and condition.
- D. Tagging of trees shall be as follows: if such quantities exist, for every 20 trees planted, 22 trees will be tagged assuring appropriate replacement for (a) trees damaged prior to transplanting and (b) trees requiring replacement under terms of the two-year guarantee.

1.13 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in unopened bags or containers, each clearly bearing the name, guarantee, and trademark of the producer, material composition, manufacturers' certified analysis, and the weight of the material.
- B. Plant Material, Conditions of Moving and Delivery:
 1. The use of an anti-desiccant shall not be allowed except by written approval and consent by Commissioner.



- a. If approved, spray deciduous plants with an anti-desiccant, immediately before moving plant material from its source, applying an adequate film over trunks, branches, twigs, and foliage.
 - b. Approval shall be required for any subsequent instance of use.
2. Dig and handle plants with care to prevent injury to trunks, branches and roots.
3. All plants shall be dug immediately before moving unless otherwise specified. All plants shall be dug to retain as many fibrous roots as possible.
4. Balled and burlapped and balled and platformed plants shall have a solid ball of earth of minimum specified size, securely held in place by burlap and stout rope or twine. Loose, broken, or manufactured balls will be rejected.
5. Bare root plants shall be puddled immediately after digging by immersing the roots in a hydrogel slurry, so as to completely coat the roots.
6. Do not prune prior to delivery. Do not bend or bind-tie trees in such manner as to damage bark, break branches or destroy natural shape. Pack and ship in order to ensure arrival at the site in good condition. Provide protective covering during delivery. No plants will be accepted if the rootball is cracked or broken, or trunks scarred, or branches broken.
7. Plant Materials:
 - a. Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.
 - b. Deliver after preparations of planting areas have been completed and approved and place plants immediately.
 - c. If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground in a "shade house", erected by Contractor, with rootballs well protected with soil, wet peat, or other acceptable material. Protect balls and roots from freezing, sun, drying winds, and/or mechanical damage. Water as necessary until planted.
 - d. Bare root plants, when specified, shall be adequately protected from drying out by covering the roots with a moist burlap and plastic tarps and must be planted within 2 weeks of being dug.

1.14 GUARANTEE PERIOD AND REPLACEMENTS

- A. The guarantee period for all new Landscape Plantings shall begin on the date of substantial completion.



- B. All plant material shall be guaranteed by the Contractor to be in good, healthy and flourishing condition, for a period of two years from the date of substantial completion.
- C. The Contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined dead and/or dying by the Commissioner during and at the end of the guarantee period.
 - 1. Plants shall be free of dead or dying branches and shall bear foliage of normal density, size and color.
 - 2. Trees having lost their central leader or exhibit crown dieback at the end of the two-year guarantee shall be replaced.
 - 3. Replacements shall match the adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Labor and all materials needed for the installation of replacements shall be included in the guarantee.
- D. The Contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the guarantee service. Any recommended changes shall be submitted in writing to the Commissioner.

PART II PRODUCTS

2.1 PREINSTALLATION CONFERENCE:

- A. Conduct conference at Project site.

2.2 PLANT MATERIAL

A. GENERAL REQUIREMENTS

- 1. The Contractor shall furnish and plant all plants as specified and in the quantities listed.
- 2. All plants shall be nursery grown.
- 3. Plants shall be true to species and cultivar specified. Certification of cultivars by supplying nursery must be supplied in writing to Commissioner.
- 4. Plants shall be in accordance with the American Nurserymen Association Standards in all ways, unless otherwise specified in writing by Commissioner.
- 5. All plants shall be of specimen quality, symmetrical, so trained or favored in development and appearance as to be unquestionably and outstandingly superior in forms and compactness. They shall indicate vigorous growth, be well branched and densely foliated when in leaf, free of disease, insects, eggs, larvae and shall



have well developed root systems.

6. Trees with multiple leaders will not be accepted unless specifically indicated as 'Multistem' in the Plant Schedule.
7. Trees with a damaged or crooked leader, bark or abrasions, sun-scald, disfiguring knots, insect damage will not be accepted.
8. Planting Depth: The depth of planting must be checked for all trees, at the nursery, either in the field, or, if already dug, as B&B or Container grown plants. If the root/trunk flare (the intersection of the trunk and the buttress roots), is not visible, it must be located. Remove any soil above the root/trunk flare. Any tree with significant adventitious root growth or evidence of girdling roots shall be rejected. Following the removal of any excess soil above the root/trunk flare and determination that the trunk bark condition is acceptable, the tree shall be dug and the root ball secured.
9. Rootball size shall be determined from the elevation of the root/trunk flare in accordance with the American standard for nursery stock for the caliper size of the tree.

B. PLANT SIZES AND DIMENSIONS

1. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
2. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
3. Height and spread dimensions refer to the main body of the plant and not from branch tip to tip. If a range of size is given, no plant shall be less than the minimum size and not less than 50% of the plants shall be as large as the maximum size specified. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.
4. Plants larger than specified may be used only if approved by Commissioner. Use of such plants shall not increase the cost. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant, in accordance with the American standard for nursery stock.
5. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Larger plants cut back to sizes specified will not be accepted.



6. Container grown herbaceous plants, groundcover, and vines shall be well rooted in the container size indicated on the Plant Schedule, grown in the container at least one year prior to planting. Bulbs, corms, tubers and rhizomes shall be Top Size, or as indicated on the Plant Schedule. Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

C. QUALITY

1. All plants shall be typical of their species or variety. They shall have normal, well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, dead or broken branches, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation.
 - a. Trees: All trees shall be B&B, major trees branched 6-7' from the ground, minor trees as specified. Sizes shall be as indicated. Rootball size shall correspond to American Association of Nurserymen Standards for the corresponding caliper size. Well-branched top and fibrous root system essential.
 - b. Shrubs: Sizes shall be as indicated. Rootball or container sizes shall correspond to A.A.N. Standards for the corresponding shrub height. Heavy root system, all shrubs shall be well branched to the ground. Sizes shall be as indicated.
 - c. Vines, Groundcover, And Herbaceous Plants: Container size shall be as indicated on the plans. All plants shall have vigorous root systems and have grown in the container for at least one year prior to planting.
 - d. Plugs: Plugs shall have vigorous root systems.
 - e. Annuals: Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.
 - f. Bulbs, Corms, Tubers And Rhizomes: All bulbs, corms, tubers and rhizomes shall be top size, firm, and non-desiccated.

D. SOURCES

1. All plants shall be sourced from reputable nurseries and be either field or container grown. All trees and shrubs shall have been growing under similar climatic conditions as the project site two (2) years prior to the date of the contract. Plants held in storage will be rejected if they show signs of growth during storage. Collected material shall not be accepted.
2. Plant material subject to availability and adherence to the requirements of this specification, may be purchased, or, time permitting, contract grown, from:
 - a. Halka Nurseries, Millstone Twp, NJ; b.
LP Statile Inc., Springfield Twp, NJ c.
Weston Nurseries, Chelmsford, MA



- d. Hardscrabble Farms, North Salem, NY
 - e. Rosedale, Nursery, Hawthorne, NY
 - f. North Creek Nursery, Landenburg, PA;
 - g. Talmage Farm, Riverhead, NY;
 - h. The Plantage, Cutchogue, NY;
 - i. Kurt Bluemel, Inc., Baldwin, MD
 - j. Greenbelt Native Plant Center, Staten Island, NY
 - k. Pineland Nursery, Columbus, NJ
 - l. Wild Earth, Freehold, NJ
 - m. Sylva Native, New Freedom, PA
 - n. or approved equal nurseries.
3. NATIVE PLANTS, where indicated
- a. Native plant material must be derived from the local genotypes of the native Plants specified. For purposes of this native plant material paragraph, "local" shall mean within 150 miles from the planting site. However, a reasonable effort shall be made to obtain sources of plant material as close to the planting site as possible.
 - b. All plants must have been grown in a hardiness zone no warmer than Zone 7 or colder than Zone 6 as determined by the USDA Agricultural Research Service, Plant Hardiness Zone Map. Plant quality shall be typical of their species. Plant material should exhibit the range of variation typical of local genotypes of the species. They shall have normal branching and vigorous fibrous root systems. They shall be sound, healthy plants, free from sunscald injuries, or other mechanical injury, plant diseases, insect eggs, borers and all forms of infestations. Except as may otherwise be specified in this native plant material paragraph, all other sections of this Landscape Planting Specification shall also apply to the Native Plants.
4. All plants shall be nursery grown unless otherwise stated. Collected material will not be accepted.

E. PLANT MATERIAL ORDERING

1. The Contractor shall notify the Commissioner of the unavailability of any tree, shrub, herbaceous plant, or bulb species designated in the contract documents.
2. Schedule permitting, and with the Owner's approval, plant materials may be contract grown or pre-purchased provided the species, cultivar, size, quantities and other characteristics outlined in the Plant Schedule are satisfied at the time of planting.
3. Owner Purchased, Contractor Installed Plant Material: In the event the Owner pre-purchases specimen plant material for inclusion in the project, the price bid for the work shall include delivery to the project site and installation per the



plans and specifications of Owner Purchased materials. Owner Purchased plant material shall be separately indicated on the Plant Schedule. Contractor shall maintain Owner purchased materials per the terms and conditions of the Landscape Planting specification.

2.3 PLANTING SOILS - See Section 329113.

2.4 SOIL AMENDMENTS

A. MYCORRHIZAL FUNGI INNOCULANT

1. Three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant, as manufactured by Plant Health Care, Inc., Pittsburgh, PA. Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA, or approved equal.
2. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrophospora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus* sp.; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius*); Biostimulant ingredients including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophyllum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium.

B. WATER RETENTION ADDITIVE

1. Water Retention Additives shall be a granular polyacrylamide polymer of a potassium base and not a sodium base that slowly releases moisture into the root zone such as Terra Sorb, as manufactured by the following or approved equal:
 - 1) Plant Health Care, Inc.,
 - 2) "Aquasorb" by SNF Floerger
 - 3) "Watersave", by RoLanka International, Inc.

C. INORGANIC SOIL AMENDMENTS

1. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - a. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - b. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - c. Provide lime in form of ground dolomitic limestone or mollusk shells
2. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a



maximum of 10 percent passing through No. 40 sieve.

3. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
4. Aluminum Sulfate: Commercial grade, unadulterated.
5. Perlite: Horticultural perlite, soil amendment grade.
6. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
7. Sand: Clean, washed, natural or manufactured, and free of toxic materials.
8. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
9. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

D. ORGANIC SOIL AMENDMENTS

1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - a. Organic Matter Content: 50 to 60 percent of dry weight.
 - b. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
2. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8.
3. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
4. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
5. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

E. FERTILIZERS

1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
3. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - b. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
4. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 - a. Size: 21-gram tablets.
 - b. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.
5. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

2.5 TREE STABILIZATION MATERIALS

A. Rootball Anchoring System

1. To be supplied by Platipus, Greenmax, Anchor Systems International or approved equal.

2.6 MULCH

A. Shredded Bark Mulch

1. Mulch shall consist of shredded bark not exceeding two inches (2") in length and one inch (1") in width. Mulch contaminated with leaves, twigs, and/or debris shall not be acceptable. Only mulch derived from tree material, not from wood waste products like sawdust, shall be acceptable.

B. Mineral Mulch – See section 321123 Aggregate Materials



2.7 MISCELLANEOUS PRODUCTS

- A. Erosion Control Blanket
 - 1. Biodegradable jute blanket and staples. Install as per manufacturer's requirements.
- B. Pesticides – Where Called For or Required. Owner's permission for use required. Notify within 7 days of proposed use.
 - 1. General: Pesticide registered and approved by EPA, acceptable to the New York City Department of Building, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by The New York City Department of Building.
 - 2. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
 - 3. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.
- C. Landscape Edging
- D. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- E. Burlap: Non-synthetic, biodegradable.

PART III EXECUTION

3.1 EXAMINATION

- A. Prior to work at planting and areas, ascertain the location of all electric cables, conduits, under drainage systems and utility lines. Take proper precautions so as not to disturb or damage sub-surface elements. Contractor failing to take these precautions shall be responsible for making requisite repairs to damaged utilities at Contractor's own expense.
- B. Verify that required underground utilities are available, in proper location, and ready for use. Coordinate with other trades as necessary.
- C. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in



soil within a planting area.

2. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
 3. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 4. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 5. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- D. Verify that all work requiring access through or adjacent to areas where plants are to be placed has been completed and no further access will be required. In the event that access will be required, this must be coordinated with the Commissioner.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. The owner reserves the right to have a representative on site to direct the installation of all plantings. No plants shall be installed until their location has sited them to his/her satisfaction. The Commissioner will make every effort to expedite the work in a timely manner.
- B. For the purpose of inspection, the Commissioner shall have free access to all parts of work involved in planting operation. No work shall be covered or concealed prior to inspection.
- C. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- D. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- E. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Commissioner's acceptance of layout before excavating or planting. Make minor adjustments as required.
- F. Lay out plants at locations directed by Commissioner. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- G. Apply antidesiccant if approved to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at



nursery before moving and again two weeks after planting.

- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- I. Plants shall be protected at all times from sun or drying winds. Plants that cannot be planted immediately upon delivery shall be kept in the shade and well watered by the Contractor. Plants shall not remain unplanted for longer than one day after delivery.

3.3 PLANT AREA ESTABLISHMENT

- A. Planting Soil and Landscape Grading sections.
- B. Confirm Finish Grading has been accepted. Restore areas if eroded, or settled beyond designated Finish Grades.
- C. Erosion Control Fabric: Place after tree planting, but prior to shrub, perennial, groundcover and vines.

3.4 EXCAVATION FOR TREE PLANTING

- A. No plant pits shall be dug until the proposed locations have been staked on the ground by the Contractor and approved by the Commissioner.
- B. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 1. Excavate approximately three times as wide as ball diameter for stock.
 - 2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 5. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 6. Structural Soil When the depth of the rootball exceeds the depth to the filter fabric underlying the Structural Soil installation, the Contractor shall score the filter fabric in an 'X' and excavate sufficiently to permit the top of the ball to rest at finished grade.



7. Maintain supervision of excavations during working hours.
 8. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
 9. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.
- F. Planting beds for Shrubs, Vines, Herbaceous, and Groundcover plants shall be excavated to the dimensions and depths indicated on the plans and backfilled with approved topsoil. Bulbs, Corms, Tubers, Rhizomes and Annuals shall be planted in the existing unamended soil or prepared planting beds with improved soil and/or a water absorbent medium, as designated on the drawings.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. ORIENTATION: Where possible, orient trees in the same cardinal direction as grown in the field in order to minimize damage to the bark of the trunk.
- D. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. Care shall be exercised in setting the plants plumb.
 2. Topsoil removed from excavations may be used as planting soil if so directed by the Commissioner. Soil amendments should be added based on soil test recommendations. Subsoil excavated from the planting pit should be removed from the project site.
 3. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops and sides of root balls. Do not remove burlap, rope and wire baskets from below root balls. Remove pallets, if any, before setting. All plastic or synthetic fabric must be removed from the ball at



the time of planting. Wire must not be galvanized or aluminum wire.

4. All ropes, stones, etc. shall be removed from the pit before backfilling.
 5. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 6. Soil for backfill shall be loose and friable and not frozen or compacted.
 7. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 8. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 9. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. Care shall be exercised in setting the plants plumb.
 2. Topsoil removed from excavations may be used as planting soil if so directed by the Commissioner. Soil amendments should be added based on soil test recommendations. Subsoil excavated from the planting pit should be removed from the project site.
 3. Carefully remove root ball from container without damaging root ball or plant.
 4. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 5. Soil for backfill shall be loose and friable and not frozen or compacted.
 6. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.



7. Continue backfilling process. Water again after placing and tamping final layer of soil.
- F. Set and support bare-root stock in center of planting pit or trench with root flare 1 inch above adjacent finish grade.
1. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. Care shall be exercised in setting the plants plumb.
 2. Topsoil removed from excavations may be used as planting soil if so directed by the Commissioner. Soil amendments should be added based on soil test recommendations. Subsoil excavated from the planting pit should be removed from the project site.
 3. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.
 4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- G. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
- H. Vine, Perennial, and Groundcover plants shall be carefully removed from containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans.
1. Roots shall be arranged in their natural position and topsoil worked in among them, taking care to avoid bruising or damaging the roots, and fertilizer tablets added to the top four inches (4") of backfill soil in the correct proportion for the respective pot size.
 2. No later than one hour after planting, all plants shall be thoroughly settled in with water.
 3. Climbing Vines shall be unfurled and tied to and/or woven through adjacent supporting wires, fences, trellis, etc.



- I. Annual flowering plants shall be carefully removed from the flats or cell-packs to avoid damaging roots or stems and planted in prepared planting beds at the same depth they were growing in the containers. Soil shall be thoroughly firmed around each crown, and plants thoroughly watered in no longer than one hour after planting.
- J. Bulbs shall be planted in the locations indicated on the plans and to the depths and spacing indicated on the Plant Schedule. Spring Flowering Bulbs, Corms, Tubers, and Rhizomes shall be planted in late September or October, no more than six (6) weeks before frost. Summer and Fall Flowering Bulbs, Corms, Tubers, Rhizomes and Plugs shall be planted in spring, after the last killing frost, or as directed by the Engineer. All of the above shall be planted according to best horticultural practice. Prior to planting, bulbs shall be stored in a cool, dry, well-ventilated location for no longer than two (2) weeks before planting.

3.6 SOIL AMENDMENTS

- A. Mycorrhizal fungi inoculants shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculants. The material shall be applied according to the following chart:

<u>Size of rootball or container</u>	<u>Ounces per plant</u>
1 gallon	1
2 gal.	2
3 gal.	3
5 gal.	3
7 gal.	3
10 gal.	3
15 gal.	3
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
42" B&B	12

- 1. After mixing, the plants shall then be thoroughly settled in with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots that are bruised or broken shall be pruned, making a clean cut before planting.
- B. Water Retention Additive: Water Retention Additives shall be applied at the time of planting during a dry planting. When planting trees, each tree shall receive three (3) ounces or amount specified by product instructions. Half should be added at a depth of 8-10 inches and the other half just below the finished surface. When planting shrubs, perennials or annuals, the product should be applied as per product instructions.
- C. Inorganic and Organic Soil Amendments and Fertilizers may be added to backfill topsoil at the time of planting, or as a surface application after planting, as indicated by soil testing and directed by the Commissioner.



3.7 TREE STABILIZATION

- A. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
 - 1. Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.
- B. Stakes, wires and hoses, and straps shall be removed at the end of the guarantee period, and shall become the property of the Contractor. At the time the stakes are removed any holes left by the stake shall be filled with topsoil. Tree irrigation bags shall be removed by the Contractor at the end of the guarantee period.

3.8 TREE IRRIGATION BAGS

- A. When planting trees in areas without automatic irrigation, the Contractor shall provide irrigation bags and fill them so as to provide a minimum one inch (1") rainfall equivalent per week after the initial planting saturation. The Contractor shall fill the bags to capacity at least once per week during the contract period. The bags shall be installed with two (2) holes open to provide a drip time of six to ten hours (6-10 hrs.). Damaged Tree Irrigation Bags shall be replaced at no cost to the Owner, during the contract period and guarantee period. Bags shall be removed in winter and replaced in spring. Bags shall be removed from the site at the end of the guarantee period.
- B. Shrub Irrigation Bags: When planting specimen shrubs and where directed by the Commissioner, the Contractor shall provide irrigation bags with a maximum fourteen-gallon (14gal.) capacity. All provisions listed above under Tree Irrigation Bags are applicable.

3.9 MULCH

- A. The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition. On level ground or slight slopes, a shallow basin a little larger than the diameter of the plant pit shall be left around each plant, as shown on the plans, or as directed by the Engineer. On steep slopes, the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as shown on the plans. Upon completion of planting, all debris and waste material resulting from the planting operation shall be removed from the project area, and the affected area raked and cleaned as necessary.
- B. After the shallow tree basins and plant saucers and shrub beds have been prepared, they shall be mulched.
 - 1. Shredded Bark Mulch: three to four inches (3-4") in depth, inside and along the outside edge of the basins/saucers. Perennial beds shall be mulched to a two inch (2") depth. After placing mulch on tree pits, the tree irrigation bags shall be installed and filled as per manufacturer's recommendations.
 - 2. Mineral Mulch: Spread mineral mulch where shown on the drawings.



3.10 PRUNING

- A. All on-site pruning shall be supervised by the Commissioner and/or the Owner's Representative.
- B. Pruning at the time of planting shall be avoided other than to remove dead, dying, or broken branches. Trees shall not be pruned to compensate for the loss of root mass due to digging.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Do not cut tree leaders.
- D. Evergreen plants shall not be pruned except to remove dead or broken branches.
- E. Remove only deadwood, suckers, broken, or damaged or injured branches, or branches that impinge on occupied pedestrian, vehicular or architectural space, from trees and shrubs. All pruning activities shall retain the natural character of the tree or shrub, unless otherwise indicated.
 - 1. Pruning shall be done with clean, sharp tools. No leaders shall be cut.
 - 2. Each cut should be made carefully, at the correct location, leaving a smooth surface with no jagged edges or torn bark. The correct anatomical location is just beyond the branch collar. (See figures 1.2 and 1.3, taken from the I.S.A. certification study manual).
 - 3. Large or heavy limbs should be removed using three cuts. The first cut undercuts the limb one or two feet from the parent branch or trunk. The second cut is the top cut which is made slightly further out on the limb than the undercut. The third cut is to remove the stub.
 - 4. Do not apply pruning paint to wounds.

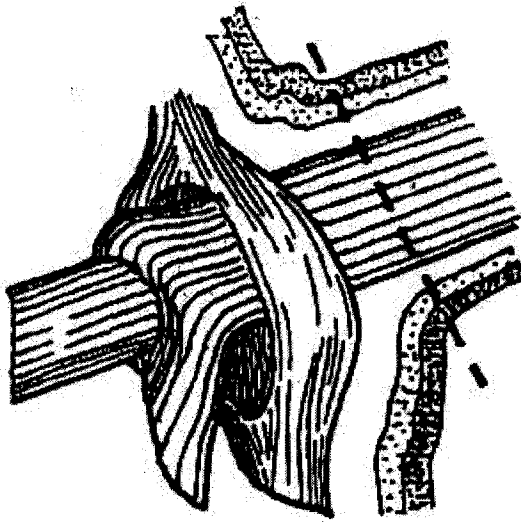


Figure 1.2

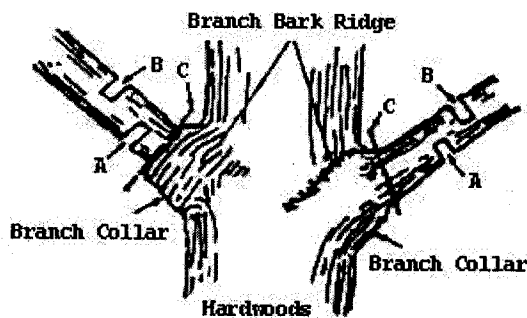


Figure 1.3

3.11 GUARANTEE SERVICE

- A. Maintenance shall begin immediately after each plant is planted, and shall continue for 2 years from the date of substantial completion.
- B. Maintain plantings by pruning, cultivating, watering and filling irrigation bags, weeding, cultivating, edging, fertilizing, control of insect infestation and fungal and disease infections by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of stakes, anchors, and wires, adjusting and repair of planting saucers, repair of minor washouts and gullies up to twelve inches (12") in depth, resetting to proper grades or vertical position and all other horticultural operations as required to establish healthy, viable plantings until final acceptance.



- C. At the time of planting, the soil around each plant shall be thoroughly saturated with water, and as many times later as seasonable conditions require, until final acceptance of the plant materials.
- D. Fill in as necessary soil subsidence that may occur because of settling, erosion or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- E. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- F. Contractor must notify Commissioner when pest control is to take place.
- G. All planting areas shall be watered, cultivated, and weeded with hoes or other approved tools within the growing season extending from May 1st to October 1st, and such cultivating and weeding shall be repeated periodically as required. Under no condition shall weeds be allowed to attain more than six inches (6") of growth. The cost of such maintenance shall be included in the bid price.

3.12 REPLACEMENT See paragraph 1.14.

3.13 ACCEPTANCE

- A. The Commissioner shall inspect all work for acceptance upon written request of the Contractor. The request shall be received at least fourteen (14) calendar days before the anticipated date of inspection.
- B. Upon completion and re-inspection of all repairs, replacements or renewals necessary, the Commissioner shall certify in writing as to the acceptance of the work. At such date the guarantee period shall commence.

3.14 FINAL INSPECTION AND FINAL ACCEPTANCE

- A. At the end of the guarantee period, the Commissioner will inspect all guaranteed work at the written request of the Contractor. The request shall be received fourteen (14) calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary, the Commissioner shall certify in writing as to the final acceptance of the project.

END OF SECTION 32 93 00



SECTION 32 96 00

TRANSPLANTING

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. Under this Section, the Contractor shall transplant trees as shown on the plans, under the supervision of an arborist.
- B. The Contractor shall be liable for any damages to property by transplanting operations and all areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Commissioner.

1.3 RELATED SECTIONS

- A. Section 329200 Turf and Grasses
- B. Section 329300 Planting

1.4 QUALIFICATIONS

- A. All pruning of limbs and roots must be performed by a qualified arborist, trained in proper pruning techniques, tree biology, diagnosis and treatment of plant diseases, and cabling and bracing. The tree care sub/Contractor shall have a minimum of three (3) years experience performing non-utility pruning.

1.5 SUBMITTALS

- A. The Contractor shall submit for approval, the name and qualifications of the proposed tree care sub/Contractor prior to performing work. The Contractor shall submit the following:
1. Proof of three (3) years of non-utility pruning experience with documented non-utility pruning experience.

PART II PRODUCTS

2.1 MATERIALS FOR MATERIALS

- A. Burlap for Root Ball: Burlap shall be a natural fabric. No nylon burlap shall be permitted. Cord or Rope: Cord or rope shall be sisal twine. Nylon rope shall not be permitted.
- B. Mycorrhizal Fungi Inoculant: Shall be applied by means of a three ounce (3 oz.)



premeasured dry formulation packet, such as Mycor Tree Saver Transplant, as manufactured by Plant Health Care, Inc., Pittsburgh, PA; Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA; or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular- Arbuscular fungi, including: *Entrophosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.*; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius*); Biostimulant ingredients including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophylum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium. Mycorrhizal fungi inoculant shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The material shall be applied according to the following chart:

C.	Size of rootball or container	Ounces per plant
	20" B&B	6
	24" B&B	9
	30" B&B	9
	36" B&B	12
	42" B&B	12
	48" B&B	15
	60" B&B	18
	72" B&B	21
	96" B&B	27

- D. Fertilizer Tablets: , as manufactured by Plant Health Care, Inc, Agritab Corporation, Gurney's, or approved equal. The tablets shall have a nutrient analysis of 12-8-8 and contain a minimum twelve percent (12%) humic acid by weight, as well as biostimulants derived from sea kelp, amino acids, and a wetting agent derived from *Yucca schidigera*. Tablets shall contain a minimum

- E. 650,000 each of the following beneficial bacteria: nitrogen fixing, phosphorus solubilizing, and growth promoting. Twenty one gram (21 gm.) twenty four month (24 mo.) release tablets shall be added to the top four inches (4") of backfilled soil in the rates indicated on the following chart:

F.	Size of rootball or container	Tablets per plant
1.	20-24" B&B	5
2.	30-36" B&B	6
3.	42-48" B&B	8
4.	54-60" B&B	12
5.	For larger trees, use two (2) tablets for each one-half inch (1/2") caliper.	

- G. Water Retention Additive: Water Retention Additives shall be a granular polyacrylamide polymer of a potassium base and not a sodium base that slowly releases moisture into the root zone such as Terra Sorb, as manufactured by Plant Health Care, Inc., Geltech Solutions or SoilMoist by JRM Chemical., or approved equal. It shall be applied at the time of planting during a dry planting as defined by NYCDPR. When planting trees, each tree shall receive three (3) ounces or amount specified by product instructions. Half should be added at a depth of 8-10 inches and the other half just below the finished surface. When planting shrubs, perennials or annuals apply as per product instructions.



PART III EXECUTION

3.1 SUPERVISION

- A. All transplanting and pruning activities shall take place under the supervision of the certified arborist.

3.2 PREPARATION

- A. All precautions customary in good trade practice shall be taken in preparing plants for moving, and workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise directed. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped plants shall have a solid ball of earth of minimum specified size according to the American Standard for Nursery Stock securely held in place by burlap and sisal twine. Root balls under fourteen inches (14") in diameter may be laced with two (2) ply sisal and root balls fourteen inches (14") and over shall be laced with three (3) ply sisal. Root balls that are fourteen inches (14") in diameter and over require Drum Lacing and shall be inspected by the Commissioner before moving. Loose, broken, and wire caged balls will be rejected. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost.

3.3 TIME OF TRANSPLANTING

- A. Unless otherwise directed by the Commissioner, evergreen material shall be transplanted from April 1st to May 1st, and from September 1st to October 15th. Deciduous material shall be transplanted from March 1st to May 1st and from October 15th to December 1st.

3.4 EXCAVATION OF PLANTING PITS

- A. Sizes of planting pits shall conform to parameters set by new planting as shown on the plans. The Contractor shall set aside the excavated soil and backfill with the unamended native soil.
- B. Where, in the opinion of the Commissioner, the subgrade material is unsuitable, it shall be replaced with adequate subgrade material and topsoil. This extra excavation, in compacted soils and/or unsuitable subgrade, shall be paid for under the Items "Unclassified Excavation" and "Topsoil For New Planting Pits and Beds". No plant pits shall be dug until the proposed locations have been staked on the ground by the Contractor and approved by the Commissioner. No plant pits shall be backfilled until approved by the Commissioner and all pits shall have vertical sides unless otherwise directed.
- C. Where excavation is done by backhoe (or any comparable machine) extreme care shall be taken not to excavate too deeply. This will insure the least amount of settling, which is important to achieve a proper planting grade. If planting pits are dug before plant material is on site, the pits shall only be excavated to two-thirds (2/3) the depth of a standard pit, the final depth to be adjusted at the time of planting. If any backfilling is required, the soil under the root ball is to be compacted sufficiently to ensure no further settling or sinking.



3.5 PLANTING

- A. No transplanting shall be done except in the presence of the Commissioner. While plants with exposed roots are being distributed in planting beds or are awaiting planting after distribution, the Contractor shall protect the roots from drying out and the means employed shall be satisfactory to the Commissioner. In general, all plants shall stand, after settlement, at the same level at which they have grown. Care shall be exercised in setting the plants plumb with the "good face" to the outside. All ropes, stones, etc., shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable.
- B. Balled and burlapped plants shall be handled so that the ball will not be loosened or broken. After the soil has been thoroughly firmed under and around the lower half of the ball, the burlap shall be cut away from upper half of the ball and the remaining burlap adjusted to prevent the formation of air pockets. Soil shall be firmed at six (6") to eight inch (8") intervals and thoroughly settled with water the same day of planting.
- C. Bare root plants shall be placed in the proper position in the center of the pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and loose friable topsoil worked in among them, firmed at intervals and thoroughly settled with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots which are bruised or broken shall be pruned with a clean cut before planting

3.6 BACKFILLING AND FINISHING

- A. The Contractor shall cultivate and rake over finished planting areas and shall leave them in an orderly condition. On level ground or slight slopes a shallow basin a little larger than the diameter of the plant pit shall be left around each plant as shown on the plans or as directed by the Commissioner. On steep slopes the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as shown on the plans or as directed by the Commissioner. The transplanted plants shall be watered with a minimum of twenty (20) gallons each, water the mycorrhizal powder added to the water as per manufacturer's directions. Mycorrhizal powder may also be added to the backfill soil, as per manufacturer's directions.
- B. After the shallow tree basins and plant saucers and shrub beds have been prepared, they shall be mulched, three to four inches (3-4") in depth, inside and along the outside edge of the basins/saucers. Mulch shall consist of shredded bark not exceeding three inches (3") in length and one inch (1") in width. Mulch contaminated with leaves, twigs, and/or debris shall not be acceptable. Only mulch derived from tree material, not from wood waste products like sawdust, shall be acceptable. Mulch for tree pits and shrub and/or perennial beds shall be included in the cost. After placing mulch on tree pits, the tree irrigation bags shall be installed and filled as per manufacturer's recommendations. Tree irrigation bags shall be included in the cost.

3.7 PRUNING

- A. Each plant shall be pruned to preserve its' natural character and in a manner appropriate to its' particular requirements. Dead, broken, or badly bruised crossing and rubbing branches shall be removed with a clean cut. In general, at least one-fourth (1/4) of the wood of deciduous plants shall be removed by thinning or shortening branches. Double leaders and



multiple branched crotches shall be corrected.

- B. No leaders shall be cut. All pruning shall be done with sharp tools in accordance with instructions of the Commissioner. Evergreen plant material shall be pruned or sheared as directed by the Commissioner.

3.8 STAKING

- A. All staking shall be done immediately after planting and all stakes and wire maintained. Plants shall stand plumb after staking. Stakes shall be of white cedar with bark attached. They may have a maximum allowable deflection of ten percent (10%).
- B. Stakes shall be placed outside of the root ball and shall be driven thirty-six inches (36") into the ground for all trees under three and one-half inches (3-1/2") in caliper and shall be driven forty-eight inches (48") into the ground for all larger trees. Stakes shall be fastened to the tree with double #12 gauge, annealed, galvanized, steel wire run through a suitable length of new reinforced one-half inch (1/2") rubber hose. Stakes shall be set parallel to the contours, curbs, or walks unless otherwise directed by the Commissioner. Trees shall be staked as follows:
- C. Minor trees over three feet (3') high and less than ten feet (10') in height shall be supported by two (2) stakes five feet (5') long in accordance with the plans and specifications or as directed by the Commissioner.
- D. Major trees less than three and one-half inches (3 1/2") in caliper shall have two (2) stakes eight feet (8') long with a minimum stake diameter of three inches (3").
- E. Major trees four (4") in caliper shall have three (3) stakes ten feet (10') long with a minimum stake diameter of three inches (3").
- F. Stakes, wires, and hoses shall be removed at the end of the guarantee period unless otherwise directed by the Commissioner.

3.9 SPRAYING WITH ANTI-DESICCANT

- A. The Contractor shall spray all Plant Material with an anti-desiccant, using an approved power sprayer to apply an adequate film over trunks, branches, twigs, and/or foliage, as directed by the Commissioner. The anti-desiccant shall be an emulsion which will provide a protective film over plant surfaces, permeable enough to permit transpiration. The anti-desiccant shall be Hydrotec-100, by Botanical Security Products Co., New York, NY; or Wilt Pruf, NCF, as manufactured by Nursery Specialties Products, Greenwich, CT; or approved equal. Anti-desiccants shall be delivered in containers of the manufacturer, shall be mixed according to directions, and applied to plant material within forty-eight (48) hours of each day's planting that is completed.

3.10 EDGING OF PLANTING AREAS

- A. The Contractor shall establish a neat edge where planting areas meet grass areas as shown on the plan or as directed by the Commissioner. Edging shall be done by competent mechanics in a workmanlike manner with a spade or edging tool immediately after all planting is completed. Particular care shall be exercised in edging to establish good flowing curves as shown on the plans or as directed by the Commissioner. Edging shall be



maintained by the Contractor.

3.11 WATERING

- A. At the time of planting, the soil around each plant shall be thoroughly saturated with water and shall be thoroughly watered as seasonable conditions require throughout the entire maintenance period.

3.12 TREE IRRIGATION BAGS

- A. When planting trees, the Contractor shall provide irrigation bags and fill them so as to provide a minimum one inch (1") rainfall equivalent per week after the initial planting saturation. The irrigation bags shall be one hundred percent (100%) reinforced UV stable polyethylene, at least ten (10) mils. thick with a polyester scrim lining. The irrigation bags shall have a minimum twenty gallon (20 gal.) capacity, and the Contractor shall fill the bags to capacity at least once per week during the contract period. The bags shall be installed with two (2) holes open to provide a drip time of six to ten hours (6- 10 hrs.). The irrigation bags shall be one of the following or approved equal:

- 1) TreeGator, as manufactured by Spectrum Products
- 2) Tree Watering Bag by Greenscapes
- 3) "Treemate" by Prime Source

3.13 GUARANTEE

- A. The Contractor shall maintain all transplanted areas within the limits of this project in accordance with the plans and specifications and directions of the Commissioner until one year after the final inspection and until final acceptance and completion of all planting items of the contract.
- B. The Contractor shall submit for approval a proposed guarantee schedule specifying men, materials, and equipment required to comply with maintenance provisions. The proposed schedule shall commence three (3) weeks from the date of final inspection. The Contractor shall supply a receipt for work order forms.
- C. Guarantee shall include watering, weeding, cultivating, control of insects, fungus, and other diseases by means of spraying with an approved insecticide or fungicide; pruning; adjustments and replacement of stakes, anchors and wires; repair of minor washouts and gullies up to twelve inches (12") in depth; and other horticultural operations necessary for the proper growth of all plants and for keeping the entire area within the contract limits neat in appearance. Where applicable, and as directed by the Commissioner, the Contractor shall trim or shear all deciduous or evergreen hedges or massed shrub beds during June 1-15, July 15-30, and September 1-15.
- D. The maintenance period shall extend from May 1st to October 15th and maintenance shall be repeated at least every three (3) weeks. Dead, dying, or undesirable plants shall be removed during this period at the direction of the Commissioner and noted on the Contractor's work order form for replacement. Under no conditions shall weeds be allowed to attain more than six inches (6") of growth. The cost of service shall be included in the prices bid for the various items of the contract and/or in a lump sum contract.



3.14 REPLACEMENT

- A. The Contractor shall replace, in accordance with the contract plans and specifications, any plant material that is dead or, in the opinion of the Commissioner, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes, including vandalism, prior to final acceptance, in the next planting season. There shall be a two(2) year guarantee on plant material commencing after the final acceptance and the completion of the whole work of this contract. When instructed by the Commissioner, plant material that has died after final acceptance shall be replaced in the next appropriate planting season, even when the next planting season falls outside the one year period. Plant material that dies within the two (2) year guarantee period shall be replaced as many times as necessary.

3.15 REPLACEMENT MATERIAL

- A. Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 2004 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Commissioner.
- B. Where vandalism or related causes are agreed by the Commissioner as the cause for plant material replacement, the Contractor shall not be responsible for replacement during the two-year guarantee period after final acceptance.
- C. Where dead plant material has been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and wire (if applicable) within three (3) weeks of notification
- D. At the expiration of the guarantee period, unless specifically directed by the Commissioner, the Contractor shall leave the entire area cultivated and weed free and shall remove all stakes, burlap, and wires. All saucers in seeded or sodded areas shall be leveled and seeded with the same mixture as specified within the appropriate contract Item of seed or sod.

END OF SECTION 32 96 00



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Design and
Construction**

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SECTION 33 40 00
STORM DRAINAGE UTILITIES

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 SECTION INCLUDES

- A. Site storm sewerage drainage piping, structures, fittings and accessories.
B. Underdrains.

1.3 RELATED SECTIONS

- A. Section 312000 Earthwork
B. Section 320516 Aggregate Materials

1.4 REFERENCES

- A. AASHTO M294 - Corrugated polyethylene drainage pipe
B. ASTM A48 - Cast iron frames and grates.
C. ASTM A615 - Steel bar reinforcement for pre-cast concrete catch basins.
D. ASTM C150 - G-mat specification for pre-cast concrete catch basins and manholes.
E. ASTM C890 - Minimum Structural Design Loading for Monolithic Precast Concrete Water and Wastewater Structures.
F. ASTM C924 - Practice for Testing Concrete Pipe Sewer Lines by Low Pressure Air Test Method.
G. ASTM C969 - Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
H. ASTM D2729 - PVC Sewer Pipe and Fittings.

1.5 SUBMITTALS FOR REVIEW

- A. Product Data: Submit manufacturer's technical product data for all storm sewer pipe materials and fittings.



- B. Shop Drawings: Submit shop drawings for all drainage structures, showing all materials, structure sizes, pipe sizes, all rim and invert elevations, and any other pertinent information.
- C. Record Drawings: At project closeout, submit as-built drawings of installed storm sewer system.

1.6 REGULATORY REQUIREMENTS

- A. Plumbing Code Compliance: Conform to applicable portions of the National Standard Plumbing Code and New York City Code pertaining to selection and installation of storm sewer system's materials and products.

1.7 COORDINATION

- A. Coordinate work of this section with any and all other underground utility work.

1.8 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm sewer system's products of types, materials and sizes required, whose products have been in satisfactory use in similar service for not less than three years.
- B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with storm sewer work similar to that required for project.

PART II - PRODUCTS

2.1 STORM SEWER PIPE

- A. The prescribed sizes of pipe are nominal inside diameters. Pipes shall be of the size and lengths indicated on the plans.
- B. Corrugated and Perforated Polyethylene Pipe and fittings (HDPE): Shall be high density, corrugated exterior, smooth interior polyethylene pipe in accordance with section 706-12 of the NYSDOT Standard Specifications.
- C. Standard and Perforated PVC Pipe and Fittings for underdrains shall comply with ASTM D2729.

2.2 DRAINAGE STRUCTURES

- A. Catch Basins – Existing Structure with New Frame and Beehive Grate
 - 1. Catch Basin: Existing Structure modified to receive new frame and beehive grate, including brick masonry necessary to adjust frame and grate to proposed finish grade.



2. Frame and Grate: Beehive grate and supporting frame shall be of gray iron per ASTM A48-83, latest revision, Class 35B or better. Basis of Design shall be:
 - a. Covers shall be approximately twenty inches (20") in diameter and twelve inches in height, with tapered slots in a radial pattern, and shall incorporate castings of the NYC DPR Maple Leaf logo in the center and the words "CITY OF NEW YORK" and "PARKS & RECREATION" on the perimeter flange. Grate shall be lockable. Reference NYCDPR Standard Detail 2, Sections A-A and B-B, Sheet 70, TYLA / 146-R8 for typical installation details

Beehive Grate shall be Pattern 4129 as manufactured by Campbell Foundry, with Intimidator ManLock as manufactured by McGard, or approved equal.
3. Acceptable alternative manufacturers:
 - a. Neenah Foundry
 - b. East Jordan Iron Works

B. Trench Drain

1. Trench Drain shall consist of prefabricated channel body, catch basin and stainless steel lockable grate. Basis of Design shall be:
 - a. Channel Body: pre-sloped polymer concrete channel body, with integral stainless steel wearing rail, having an eight inch (8") internal width, 1:40 slope, available in lengths of 1 meter and 1/2 meter, and all components required to construct the trench drain system as shown on the plans.

Channel Body shall be model KS200 as manufactured by ACO Polymer Products, Chardon, OH, or approved equal.
 - b. In-Line Basin: Polymer concrete in line basin with stainless steel wearing rail, and minimum 12" deep sump, with bottom and side knockouts for four and six inch drainage pipes.

In-Line Basin shall be model K900 as manufactured by ACO Polymer Products, Chardon, OH, or approved equal.
 - c. Grate: Perforated Stainless Steel Grate, Grade 304, EN 1433 Load Class C, ADA Compliant, lockable and available in 1 meter and half meter lengths compatible with channel body.

Grate shall be Type 665Q as manufactured by ACO Polymer Products, Chardon, OH, or approved equal.
2. Acceptable alternative manufacturers:
 - a. Smith Trench Drain Systems as manufactured by Jay R. Smith MFG. Co.
 - b. PolyCast Drain Systems as manufactured by Hubbel Power Systems, Inc.



C. Slab Drain

1. Slab Drain shall consist of a prefabricated drain body and a stainless steel lockable grate. Basis of Design shall be:

- a. Channel Body: 7.87" nominal clear opening width, 4" deep, non-sloped polymer concrete channel body, with integral stainless steel wearing rail, available in lengths of 1 meter, and all components required to construct the trench drain system as shown on the plans, including endcaps, slotted inlet cover, pipe knockouts and connections.

Slab Drain shall be model H200KS-13, as manufactured by ACO Polymer Products, Chardon, OH, or approved equal.

- b. Grate: Stainless Steel Longitudinal Slotted Grate, Grade 304, certified EN 1433 Load Class B, ADA compliant, lockable, and available in half meter lengths, compatible with channel body.

Grate shall be Type 648Q as manufactured by ACO Polymer Products, PO Box 245, Chardon, OH, or approved equal.

2. Acceptable alternative manufacturers:

- a. Smith Trench Drain Systems as manufactured by Jay R. Smith MFG. Co.
- b. PolyCast Drain Systems as manufactured by Hubbel Power Systems, Inc.

D. Area Drain

1. Area Drain shall consist of a PVC basin and Cast Iron frame and grate. Basis of Design shall be:

- a. Drain Basin shall be manufactured from PVC pipe stock, utilizing a thermoforming process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.

Basin shall be twelve inches (12") in diameter, and shall consist of riser, universal outlets and sump, as manufactured by Nyloplast, or approved equal.

- b. The frame and grate furnished shall be ductile iron, and shall be made so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Ductile iron used in the manufacture of the castings shall



conform to ASTM A536 grade 70-50-05. Grates and covers shall be provided painted black and shall be lockable.

Frame and Grate shall be 12" diameter, ductile iron, painted black, as manufactured by Nyloplast, or approved equal.

2. Acceptable alternative manufacturers:
 - a. NDS, Inc.
 - b. Timewell Drainage Products

2.3 BEDDING AND COVER MATERIALS

- A. Pipe Bedding Material: No. 2 crushed stone or gravel as specified in Section 320516 – Aggregate Materials.
- B. Pipe Cover Material: No. 2 crushed stone or gravel as specified in Section 320516 – Aggregate Materials.

2.4 FILTER FABRIC

- A. Filter Fabric: Shall be Propex 4545 as manufactured by AMOCO Construction Fabrics, or approved equal.

PART III EXECUTION

3.1 EXAMINATION

- A. Verify that substrate is ready to receive work and that the excavations, dimensions, and elevations are as indicated on the drawings.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fine aggregate.
- B. Remove large stones or other hard matter which could damage piping or impede consistent backfilling or compaction.

3.3 INSTALLATION OF PIPE AND PIPE FITTINGS

- A. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal joints silt tight.
- B. Inspect piping before installation to detect apparent defects. Extreme care shall be taken in the handling of pipe and appurtenances. Under no circumstances shall such material be dropped, rolled or skidded against another pipe. All slings, hooks, and pipe tongs shall be padded and used in such a manner to prevent damage to the pipe. Handling pipe



from the interior pipe wall is prohibited. Mark defective materials with white paint and promptly remove from site.

- C. All pipe bedding, haunching and initial backfill materials shall have optimum moisture content suitable for proper compaction. Pipe haunch material shall be manually compacted and the initial backfill shall be mechanically compacted.
- D. Lay pipe beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert. Contractor shall use a low intensity mobile laser for pipe alignment and grade. The laser must be set up to emit a beam of light through the pipe being installed. The use of a mechanical blower (designed for pipe lines) is required on all runs over 100' long. Using a level to check the elevation of the pipe at various locations is highly recommended. Maximum variation from true slope of 1/8 inch in 10 feet.
- E. Place bell ends or groove ends of piping facing upstream.
- F. Install initial backfill at sides and over top of pipe and compact. Provide final backfill compacted to 95 percent maximum density.
- G. When required, install gaskets in accordance with manufacturer's recommendations including the use of lubricants, cements and other special installation requirements.
- H. Cleaning Pipe: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag line and pull past each joint as it is completed. In large, accessible piping, brushes and brooms may be used for cleaning.
- I. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.
- J. Flush lines between drainage structures, if required, to remove collected debris.
- K. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
 - 1. Make inspections after lines between drainage structures have been installed and approximately 2' of backfill is in place, and again at completion of project.
 - 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects, and re-inspect.
- L. All drainage structure sumps are to be cleaned prior to time of final acceptance.

3.4 INSTALLATION OF TRENCH DRAIN SYSTEM

- A. Install as per the manufacturer's recommendations and as indicated in the drawings.



- B. Establish rim and invert elevations for inlets and outlets as indicated.
- C. Mount lid and frame level in grout, secured to top cone section to elevation indicated.

3.5 TOLERANCES

- A. Lay pipe to alignment and slope gradients noted on drawings; with maximum variation from true slope of 1/8 inch in 10 feet.
- B. Maximum Variation From Intended Elevation of Culvert Invert: 1/2 inch.
- C. Maximum Offset of Pipe From True Alignment: 1 inch.
- D. Maximum Variation in Profile of Structure From Intended Position: 1 percent.

3.6 BACKFILLING

- A. Conduct backfill operations of open-cut trenches closely following laying, jointing and bedding of pipe, and after initial inspection and testing are completed.
- B. All piping and drainage structures shall be backfilled as per Section 312000 – Earthwork.

3.7 FIELD QUALITY CONTROL

- A. Notify the Commissioner 48 hours in advance of testing procedures. Provide all testing apparatus, including hoses, gauges, fittings, plugs, blocking, bracing, compressors and all necessary items. Prevent separation and displacement of piping during testing operation and take necessary safety precautions.
- B. Conduct all tests in the presence of the Commissioner as required. All sections of piping that fail to pass the specified tests shall have the defects located and repaired or replaced and re-tested until passable, at the contractor's expense.
- C. Thoroughly clean and flush all sewers prior to testing. The following tests are to be performed prior to final Acceptance:
 - 1. Visual Test: When shining a light at one end of a length of pipe, the full diameter must be visible from the other end, with no intermediate obstructions.
- D. The tests shall be performed prior to placement of pavement or other construction which may, in the opinion of the Commissioner, be detrimentally affected by excavation required for repairs.
- E. The tests shall be performed only after the backfill has been in place and compacted to its full depth. Prior to testing, the contractor shall submit details of his testing procedures with a description of methods and equipment he proposes to use to the Commissioner for



approval.

- F. If tests indicate Work does not meet specified requirements, remove Work, replace and re-test.

3.8 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

3.9 CLEAN-UP

- A. Remove all excess materials and debris from work of this section.

END OF SECTION 33 40 00

FMS ID: P109STARA

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

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WEBSITE www.nyc.gov/buildnyc



**Department of
Design and
Construction**

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Starlight Park Comfort Station

LOCATION: 1700 Sheridan Expressway
BOROUGH: Bronx 10459
CITY OF NEW YORK

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office _____

First Assistant Bookkeeper _____

Dated _____, 20____

