Department of Design and Construction

PROJECT ID: **PV488-BN**

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:

BronxNet Public Access Media Facilities Renovation

LOCATION: **2790 Goulden Avenue**
BOROUGH: **Bronx 10468**
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION**

FOR: **DCLA**

BY: **Bentel & Bentel**

Date: **December 16, 2016**

17-072

Department of Design and Construction

Ana Barrio
Acting Commissioner

Justin Walter
Chief Administrative Officer
Administration

May 15, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUEST
ON-TRAC CONSTRUCTION ASSOCIATES INC.
88-60 MYRTLE AVENUE
GLENDALE, NY 11385

RE: FMS ID: PV488-BN
E-PIN: 85017B0071001
DDC PIN: 8502017PV0006C
*PQL-SMALL GC --BRONXNET PUBLIC ACCESS MEDIA FACILITIES RENOVATION-BOROUGH OF THE BRONX
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $1,768,256.00 submitted at the bid opening on June 09, 2017. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

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

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

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

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

Sincerely,

Michael Shipman
Director of Contracts

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.

COMPLIANCE WITH HIRENYC AND REPORTING REQUIREMENTS: The Hiring and Employment Rider located in Volume 2 of the Contract Documents shall apply to contracts valued at $1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

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 24, VOLUME 1 of 3 of this BID PACKAGE.

NOTICE TO BIDDERS

Additional MWBE requirements for prequalified vendors

Please note the following revisions to the Contract:

A. As of July 1, 2013 all city-funded contracts are subject to Local Law 1 of 2013. MWBE firms certified to the PQL list may use their participation on the contract to comply with the law.

B. Where a prequalified vendor is one that in its Prequalification Application indicated its commitment to subcontract no less than 50% of any awarded job to one or more certified M/WBEs for each and every contract and/or work order awarded, such prequalified vendor hereby agrees that if awarded the Contract, it shall subcontract no less than 50% of any awarded job to one or more certified M/WBEs for each and every work order awarded regardless of whether:

   - Any M/WBE goals exist for the Contract; or
   - The existing M/WBE goals for the Contract equal less than 50% of the awarded contract amount.

If applicable, such prequalified vendor must complete and properly execute the attached Non-M/WBE 50% MWBE Utilization Plan Schedule B and submit it with the bid documents at the time of submission of the bid. The vendor's bid will be deemed to be nonresponsive should such a Non-M/WBE 50% MWBE Utilization Plan Schedule B be submitted with affirmations therein which are not properly executed.

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BID BOOKLET
PART A

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PROJECT ID: PV488-BN

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

BID BOOKLET

TABLE OF CONTENTS

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

- Bid Form, including Affirmation
- Bid Security (if required, see page 24)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

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

- Bidder's Identification of Subcontractors (see pages 18 & 19)

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 23)
- Safety Questionnaire
- Construction Employment Report (if bid is $1,000,000 or more)
- Contract Certificate (if bid is less than $1,000,000)
- Confirmation of Vendex Compliance
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Apprenticeship Program Requirements (if required, see pages 10, 11)
- Any Addenda issued prior to the receipt of bids

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

NOTES:

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

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

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

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

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

Special Notice to Bidders – Proprietary Items

A. General: A proprietary item required for the Project is specified below. The contractor is required to provide and install such proprietary item. The Contractor must provide the specified item from the designated manufacturer. Substitutions are not permissible and will not be approved. More detailed information regarding the item is set forth in the Specifications. Such information includes item description, as well as requirements for installation and related materials.

B. Payment: For the required proprietary item, an allowance amount is indicated. The allowance provides a stipulated amount to reimburse the Contractor for the purchase of the proprietary item from the designated manufacturer. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.

C. Bid Form: A total allowance amount for the purchase of all required proprietary items is set forth on the Bid Form. In preparing the lump sum portion of its bid, the Contractor shall:

(1) Exclude from its bid any costs for the purchase of the proprietary items, and

(2) Include in its bid any costs above and beyond the purchase price, including without limitation, costs for transportation, delivery, installation, related materials and overhead.

D. Required Proprietary Item(s):

CONTRACT NO. 1:

1. Proprietary Item: ***Building Management System (BMS)***
   Specification Section: ***230900***
   Manufacturer: ***Siemens Apogee***
   Allowance Amount: ***Not to Exceed $ 3,000***

2. Proprietary Item: ***Fire Alarm System***
   Specification Section: ***283100***
   Manufacturer: ***Siemens Cerebus Pyrotronics MXL***
   Allowance Amount: ***Not to Exceed $ 5,900***

SPECIAL EXPERIENCE REQUIREMENTS

SPECIAL EXPERIENCE REQUIREMENTS APPLY AS INDICATED BELOW:

Special Experience Requirements are **not** applicable to **the Bidder** for this contract since the Department of Design and Construction has established a pre-qualified list ("**PQL**") of contractors for furnishing all labor, materials and equipment, necessary and required to perform work on facilities determined by the City to be General Construction – Small Projects. This procurement for the specified work is being advertised and let solely to bidders who were previously pre-qualified based on their prior experience, and placed on the General Construction – Small Projects PQL. Bids submitted by other than such pre-qualified bidders will be rejected as non-responsive bids.

Qualification Form

Project ID: PV488-BN

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

_____

_____

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

Amount of Contract: _____

Date of Completion: _____

****

Name of Contractor: _____

Name of Project: _____

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

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_____

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Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

_____

_____

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

Amount of Contract: _____

Date of Completion: _____

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MWBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

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

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NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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 b 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 su work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

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

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

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

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

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

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

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

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

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

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

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform t 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 #: 203600444

APT E-PIN#: 85017B0071

Contract # 1 - General Construction Work

SCHEDULE B - Non-M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin #	85017B0071	**FMS Project ID#:**	PV488-BN
Project Title/Agency	BronxNet Public Access Media Facilities Renovation		
PIN # Bid/Proposal	8502017PV0006C		
Response Date:	May 31, 2017		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Avenue **City** Long Island City **State** NY **Zip Code** 11101		
Contact Person	Norma Negron **Title** MWBE Liaison & Compliance Analyst		
Telephone #	(718) 391-1502 **Email** negronn@ddc.nyc.gov		

Project Description *(attach additional pages if necessary)*

The Project consists of interior renovations to the existing BronxNet Facilities. The work will include new metal stud and gypsum board partitions, new ceilings, new flooring, new lighting and a new accessible wheelchair lift. The work also includes modifications and improvements to the existing MEPS systems to accommodate the new construction.

M/WBE Participation Goals for Services

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

Prime Contract Industry: **Construction**

Group	Percentage	
Unspecified *	**50**	**%**
or		
Black American	**Unspecified**	**%**
Hispanic American	**Unspecified**	**%**
Asian American	**Unspecified**	**%**
Women	**Unspecified**	**%**
Total Participation Goals	**50**	**%** **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.

Tax ID #: 203600444 APT E-

PIN#: 85017B0071

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 #	203600444	**FMS Vendor ID #**	
Business Name	On-Time Construction Assoc., Inc.	**Contact Person**	David Sapienza
Address	86-40 122nd St, Richmond Hill, NY 11418		
Telephone #	718-441-6717	**Email**	DSapienza@otcony.com

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

☑ For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 6)		Calculated M/WBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	$ 1,768,256.00	X	50%	=	$ 884,128.00 Line 2

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

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

Tax ID #: 203600444 APT E- PIN#: 0 85017B0071

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review 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? % 65

✓ Scopes of Subcontract Work

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

1. PLUMBING + MECHANICAL ($299,000)
2. ELECTRIC ($325,000)
3. CARPENTRY ($225,800)
4. FLOORING ($36,000)
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.

Section V: Vendor Certification and Required Affirmations

I hereby:

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

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

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

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

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

Signature _____ Date 6/2/17

Print Name DAVID SAPIENZA Title PROJECT EXECUTIVE

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: _____%

APPRENTICESHIP PROGRAM REQUIREMENTS

Bidders are advised that the Apprenticeship Program Requirements set forth below apply to each contract for which a check mark is indicated before the word "Yes". Compliance with these requirements will be determined solely by the City.

General Construction	_____	YES	x	NO

* Note: Even if Yes is marked, the Exemption set forth below may apply.

Plumbing Work	_____	YES	x	NO
HVAC and Fire Protection Work	_____	YES	x	NO
Electrical Work	_____	YES	x	NO

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 solicitation, 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 subcontractor 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.

All bidders are required to submit the completed Apprenticeship Program Questionnaire with their bids.

2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire, unless it qualifies for the exemption set forth below. The Questionnaire is set forth on the following page of the Bid Booklet.

3) Exemption

Bidders for the General Construction Contract are advised that the exemption set forth below applies if an "X" is indicated before the word "Yes".

	_____	YES	_____	NO

Exemption: If the bidder intends to subcontract 100% of the construction work, it is not required to demonstrate that it has an Apprenticeship Agreement(s), nor is it required to submit an Apprenticeship Program Questionnaire. If the bidder qualifies for this exemption, it shall submit a letter stating that it intends to subcontract 100% of the construction work. As indicated above, the Apprenticeship Program Requirements apply to subcontracts worth two million dollars or more.

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APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")
PROJECT ID: 0

The bidder MUST complete, sign and submit this Apprenticeship Program Questionnaire with its bid.

Name of Bidder: _____

1. Does the bidder have any Apprenticeship Program agreement(s) appropriate for the type and scope of work to be performed? (Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).

   _____ YES _____NO

2. Has/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor?

   _____YES _____NO

3. Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor?

   _____YES _____NO

If the answers to Questions 1, 2, and 3 are "Yes", the bidder shall, in the space below (and/or attached herewith where applicable), provide the contact information for such Apprenticeship Program(s) as well as information demonstrating that such Apprenticeship Program(s) have passed the two-year Probation period following its initial registration with the New York State Department of Labor. (*The bidder may attach additional pages if necessary.*)

- **Where the bidder directly sponsors any such Apprenticeship Program(s)**, the bidder shall provide the following:
  - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the New York State Commissioner of Labor; and/or
  - A copy of a letter(s) from the New York State Department of Labor ("NYSDOL"), on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the New York State Commissioner of Labor and the Active status of such program(s).

- **Where the bidder participates in any such Apprenticeship Program(s) through its membership in an employer organization(s) that directly sponsors such program(s) or where the employer association(s) participates in such program(s) through collective bargaining**, the bidder shall provide the following:
  - The contact information for the employer organization(s), and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith, and the date such program(s) was/were approved by the New York State Commissioner of Labor; or
  - A letter(s) from such employer organization(s), on letterhead of such organization(s), executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the New York State Commissioner of Labor, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program agreement(s) sponsored thereby.

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")
PROJECT ID: 0

- **Where the bidder participates in any such Apprenticeship Program(s) through collective bargaining agreements**, the bidder shall provide the following:
  - The contact information for such collective bargaining entity(ies) and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith;
  - A letter(s) from such collective bargaining entity(ies), on letterhead of such entity(ies), executed by an officer, delegate or official thereof, which verifies/verify the bidder's status as a signatory/participant in good standing to such collective bargaining entity(ies) Apprenticeship Program agreement(s).

Bidder: _____

By: _____ Title: _____
(Signature of Partner or Corporate Officer)

Date: _____

#1

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: PV488-BN

BronxNet Public Access Media Facilities Renovation
2790 Goulden Avenue
Bronx 10468

Name of Bidder: On-Trac Construction Associates, Inc.

Date of Bid Opening: June 2, 2017

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

Place of Business of Bidder: 86-40 122nd Street, Richmond Hill, NY 11418

Bidder's Telephone Number: 718-441-6717 Bidder's Fax Number: 718-441-6714

Bidder's Email Address: DSapienza@otcany.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: Ignazio Artale
58-36 78th St, Middle Village, NY 11379

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: Claudia Myers 134-11 160th St Springfield Garden, NY 11434

BID FORM

The above-named Bidder affirms and declares:

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

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

6. Compliance Report

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

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

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

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

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

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: PV488-BN

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

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

Total Price For Labor	Total Price for Material Sold and Delivered	
$ 1,221,049.00 +	$ 523,307.00	Total Price for Item A= $ 1,744,356.00

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

C. AMOUNT for Proprietary Items (pages 2a) **$8,900.00**

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL) $ 1,768,256.00

BB 6/9/17

BIDDER'S SIGNATURE AND AFFIDAVIT

* **SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 19) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors".** ✓ **Yes** _____ **No**

Bidder: On-Trac Construction Associates, Inc.

By: _____
(Signature of Partner or corporate officer)

Attest: Secretary of Corporate Bidder
(Corporate Seal)

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

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 Nassau ss:

On-Trac Construction Associates, Inc. being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 86-40 122nd Street, Richmond Hill, NY 11418.

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

_____

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this

1st day of June, 2017

_____

Notary Public

LINDA DEVARD NOTARY PUBLIC NASSAU COUNTY, STATE OF NEW YORK Comm. Exp. 12/29/2020 Comm. No. 01DE6198664

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: On-Trac Construction Associates, Inc.
Address: 86-40 122nd St
City: Richmond Hill State: New York Zip Code: 11418

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

203600444

By: _____
Signature:

Title: President

If a corporation, place seal here

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

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

NOTICE TO BIDDERS

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

****

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

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

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

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

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

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

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

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

Please note that the Agency will not award this contract for an amount greater than $3 million.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: PV488-BN

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:**

GDO
(Print Name)

Agreed amont to be paid Subcontractor: $ 23,000.00

Description of Plumbing Work:

NEW FIXTURES

2. **HVAC CONTRACTOR:**

MEC-CON
(Print Name)

Agreed amont to be paid Subcontractor: $ 276,000

Description of HVAC Work:

NEW HVAC UNITS

3. **ELECTRICAL CONTRACTOR:**

ALKEM ELECTRIC
(Print Name)

Agreed amont to be paid Subcontractor: $ 35,000

Description of Electrical Work:

NEW LIGHTING & POWER

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

(Bidder's Signature) Ignazio Artale (Print Name)

86-40 122nd St, Richmond Hill, NY 11418
(Address)

President	718-441-6717	718-441-6714	6/2/17
(Title)	(Phone #)	(Fax#)	(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,
On-Trac Construction Associates, Inc.

hereinafter referred to as the "Principal", and
Hudson Insurnace Company

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 Principals Bid Amount

($ 10% of bid), 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

BronxNet Public Access Media Facilities Renovations

E-Pin: 85017B007 / DDC Pin: 8502017PV0006C

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

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

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

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

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 2nd day of June, 2017.

(Seal) On-Trac Construction Associates, Inc. (L.S.)

Principal

By: _____

(Seal) Hudson Insurance Company

Surety

By: _____

Jeffrey W. Price, Attorney-In-Fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Nassau ss:
On this 2nd day of June, 2017, before me personally came Ignazio Artale to me known, who, being by me duly sworn, did depose and say that he resides at 86-40 122nd St, Richmond Hill, NY 11418
that he is the President of On-Trac Construction Associates, 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.

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056603
Qualified in Nassau County
Commission Expires 03/04/18

Mary A. Price
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

_____
Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

Surety Acknowledgment

State of New York }
} ss:
County of Nassau }

On this 2nd day of June, 2017, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company 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, and 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 the Standing Resolutions thereof.

My commission expires

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056603
Qualified in Nassau County
Commission Expires 03/04/18

Mary A. Price
Notary Public

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2015

ASSETS

Bonds	$	313,923,605
Real estate		0
Cash on hand and on deposit		35,557,494
Reinsurance Receivable		200,109,086
FIT recoverable (including net deferred tax asset)		34,744,519
Aggregate write-ins for other than invested assets		192,627,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		35,713,328
Stocks		245,607,541
Other Assets		24,533,005
	$	1,082,816,423

LIABILITIES & SURPLUS

Losses	$	146,286,447
Loss adjustment expense		18,454,858
Other expenses		28,091,293
Unearned premiums		40,802,657
Ceded reinsurance premiums payable		310,160,451
Payable to parent, subsidiaries and affiliates		13,569,855
Commissions payable, contingent commissions and other similar charges		13,282,826
Other Liabilities		54,299,972
	$	624,948,359
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		156,887,729
Surplus as regards policyholders	$	457,868,064
	$	1,082,816,423

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2015.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 2nd day of March, 2016.

ANN M MURPHY
NOTARY PUBLIC STATE OF NEW YORK
#01MU6067553
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES December 10, 2017

John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 2nd day of March 2016
My commission expires:

ANN M MURPHY
Registration #01MU6067553
Qualified in Nassau County
My Commission Expires
December 10, 2017

HUDSON
INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 19th day of August, 2014 at New York, New York.

(Corporate seal)

Attest:
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By:
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Company this 2nd day of June, 2017.

(Corporate seal)

By:
Dina Daskalakis, Corporate Secretary

Form Bid 8 2010 (v1)

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

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: BronxNet Public Access Media Facilities Renovation
Location: 2790 Goulden Avenue, Bronx NY 10468
Bidder: ON-TRAC CONSTRUCTION ASSOCIATES,INC

DDC ID: PV488BN
Sponsor Agency: DCLA

CSI Number	Description	Qty	Unit	Unit Cost of Material - Unburdened	Unit Cost of Marterial	Total Cost of Material	Unit Cost of Labor - Unburdened	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials & Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK									
Divison 1	GENERAL REQUIREMENTS									
010000	**Mobilization**	1	LS		-	-	50,000.00	62,012.67	62,012.67	$ 62,012.67
	Security Guard / Fire Guard	1	LS		-	-		-	-	$ -
	Temporary Electric Lighting	1	LS	1,500.00	1,860.38	1,860.38	7,500.00	9,301.90	9,301.90	$ 11,162.28
	Temporary Heat	1	LS		-	-		-	-	$ -
	Phasing	1	LS		-	-		-	-	$ -
	Temporary Protection									
	Provide and maintain at all surfaces of elevator for duration of project	1	LS		-	-		-	-	$ -
	Provide and maintain wall & floor protection at corridors being used to transport materials in and out of work area	1	LS	5,000.00	6,201.27	6,201.27	38,800.00	48,121.83	48,121.83	$ 54,323.10
	Included in each line item									
	Included in CY of demo'd material									
	Clean/repair elevator at required upon project completion	1	LS		-	-		-	-	$ -
	Carting	1	LS		-	-		-	-	$ -
	Daily Clean-up Labor / Housekeeping	1	LS		-	-		-	-	$ -
	Exterior Improvements									
	Dig & backfill trench for conduit feeds for power & coolant (assume 3' 0" deep max)	20	LF	10.00	12.40	248.05	77.60	96.24	1,924.87	$ 2,172.92
	Sawcut existing concrete paving	18	LF	1.67	2.07	37.21	10.78	13.37	240.61	$ 277.82
	Demo existing concrete paving	105	SF	0.50	0.62	65.11	14.78	18.33	1,924.87	$ 1,989.99
	Replace existing concrete paving after conduit installation	60	SF	3.00	3.72	223.25	25.87	32.08	1,924.87	$ 2,148.12
	Crushed bluestone, 6" deep (130SF)	3	CY	50.00	62.01	186.04	258.67	320.81	962.44	$ 1,148.47
	Galv & painted steel edging at perimeter of crushed bluestone	50	LF	7.00	8.68	434.09	7.76	9.62	481.22	$ 915.31
	Premium for Material Delivery	1	LS		-	-	1,582.00	721.83	721.83	$ 721.83
	OTCA - Core Foundation Wall	1	LS	500.00	620.13	620.13	2,500.00	3,100.63	3,100.63	$ 3,720.76
	OTCA - Prep/Tamp for gravel base	1	LS	300.00	372.08	372.08	750.00	930.19	930.19	$ 1,302.27
	Subtotal									$ 141,895.54

Department of Design and Construction

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: BronxNet Public Access Media Facilities Renovation
Location: 2790 Goulden Avenue, Bronx NY 10468
Bidder: ON-TRAC CONSTRUCTION ASSOCIATES,INC

DDC ID: PV488BN
Sponsor Agency: DCLA

Divison 2	EXISTING CONDITIONS									
024119	**Selective Demolition**									
	Cellar									
	Remove flooring down to concrete slab	1,584	SF	0.25	0.31	491.14	2.75	3.41	5,402.54	$ 5,893.68
	Remove flooring tile from raised floor tray/pans	432	SF	0.25	0.31	133.81	2.00	2.48	1,070.46	$ 1,204.27
	Demo ceilings	1,468	SF	0.25	0.31	455.17	2.75	3.41	5,006.90	$ 5,462.08
	Remove acoustic wall panels	1	SF	-	-	-	-	-	-	$ -
	Demo concrete ramp (assume 8" thick)	72	SF	5.00	6.20	446.49	9.00	11.16	803.68	$ 1,250.18
	Demo interior 4" CMU w/Plaster Partitions	1,140	SF	1.00	1.24	1,413.89	12.00	14.88	16,966.67	$ 18,380.56
	Remove wall base trim, wall coverings, etc from existing partitons/furring	404	LF	0.25	0.31	125.16	1.25	1.55	625.79	$ 750.94
	Remove Plumbing fixtures	3	EA	10.00	12.40	37.21	550.00	682.14	2,046.42	$ 2,083.63
	Remove existing exposed ceiling mounted fixtures, conduits, etc.	2,674	SF	0.25	0.31	829.11	2.90	3.60	9,617.67	$ 10,446.78
	Remove interior doors & frames (does not include doors within partitions being removed)	5	EA	15.00	18.60	93.02	235.00	291.46	1,457.30	$ 1,550.32
	Remove portion of existing wall to accommodate new interior window	1	EA	15.00	18.60	18.60	856.00	1,061.66	1,061.66	$ 1,080.26
	Remove finish at existing treads & risers, at Stair CS04	9	Risers	5.00	6.20	55.81	250.00	310.06	2,790.57	$ 2,846.38
	Remove existing soffit, room C06 (includes ductwork)	18	SF	0.25	0.31	5.58	55.00	68.21	1,227.85	$ 1,233.43
	Remove portion of existing studio equipment suspension system, above new green room	1	SF	-	-	-	-	-	-	$ -
	Remove Millwork, room C04D	5	LF	0.25	0.31	1.55	115.00	142.63	713.15	$ 714.70
	Remove haindrails, Stair CS04 & CS05	48	LF	0.25	0.31	14.98	15.00	18.60	898.56	$ 913.54
	Remove to dumpster	-	MH	-	-	-	-	-	-	$ -
	Premium to walk discarded material through tunnel	60	MH	-	-	-	97.00	120.30	7,218.28	$ 7,218.28
	Amount of material being demo'd	140	CY	50.00	62.01	8,681.77	-	-	-	$ 8,681.77
	Off-Site Disposal	-	LS	-	-	-	-	-	-	$ -
	Sawcutting of CMU partitions for removal / new openings	1	LS	500.00	620.13	620.13	3,400.00	4,216.86	4,216.86	$ 4,836.99
	Subtotal									$ 74,547.77
028213	**Asbestos Abatement**									
	Asbestos Abatement	1	LS	-	-	-	-	-	-	$ 15,000.00
	Subtotal									$ 15,000.00
Division 3	**Concrete**									
033000	**Cast in Place Concrete**									
	Cellar									

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	6" reinforced concrete equipment pad (approx. 6' x 26'); A-100	156	SF	19.00	23.56	3,676.11	67.00	83.10	12,963.13	$ 16,639.24
	Flash patch/repair concrete slab, for new flooring	2,050	SF	0.75	0.93	1,906.89	1.75	2.17	4,449.41	$ 6,356.30
	Prep raised floor trays/pan for new flooring	624	SF	0.75	0.93	580.44	3.75	4.65	2,902.19	$ 3,482.63
	Patch/repair existing concrete slab ceiling, at removed light fixtures, conduit, etc.	540	SF	1.00	1.24	669.74	3.00	3.72	2,009.21	$ 2,678.95
	2-1/2" concrete over metal deck, at Equipment Rack Room, new raised floor (small quantity)	35	SF	9.00	11.16	390.68	35.00	43.41	1,519.31	$ 1,909.99
	5" concrete over metal deck, at removed ramp/new ADA lift (small quantity)	50	SF	12.00	14.88	744.15	40.00	49.61	2,480.51	$ 3,224.66
	2" concrete topping slab, at removed ramp/new ADA lift (small quantity)	25	SF	3.00	3.72	93.02	45.00	55.81	1,395.29	$ 1,488.30
	Dowelling into existing slab	60	EA	2.00	2.48	148.83	18.00	22.32	1,339.47	$ 1,488.30
	Steel pan infill, at new stairs	5	Risers	10.00	12.40	62.01	175.00	217.04	1,085.22	$ 1,147.23
	Furnish and install masonry anchors to secure owner provided A/C units to existing CMU wall at Equipment Rack; A-102; (4) units	1	LS	150.00	186.04	186.04	1,017.00	1,261.34	1,261.34	$ 1,447.38
	Subtotal									$ 39,862.99
Divison 5	**METALS**									
051200	**Structural Steel Framing**									
	Cellar									
	Steel framing at duct chase (4/A-303)									
	W8x15 beams	8	EA		59.37	475.00		985.00	7,880.00	$ 8,355.00
	Steel framing at removed ramp/new ADA lift (A-301 & A-302):									$ -
	C8 (low)	2	EA		135.75	271.50		1,944.87	3,889.75	$ 4,161.25
	C8(high)	2	EA		135.75	271.50		1,944.87	3,889.75	$ 4,161.25
	W8x15 (horizontal)	2	EA		135.75	271.50		1,944.87	3,889.75	$ 4,161.25
	W8x15 (vertical)	2	EA		135.75	271.50		1,944.87	3,889.75	$ 4,161.25
	Connections to existing beams, including chopping out concrete, field welding & patching		LOC							
	OTCA - Misc. Steel	1	LS	2,000.00	2,480.51	2,480.51	3,500.00	4,340.89	4,340.89	$ 6,821.39
	Subtotal									$ 31,821.39
053100	**Steel Decking**									
	Cellar									
	3" Metal Deck at removed ramp/new ADA lift	120	SF		3.37	405.00		375.00	4,500.00	$ 4,905.00
	Subtotal									$ 4,905.00
055000	**Metal Fabrications**									
	Galv & Painted steel edging at perimeter of crushed bluestone	-	LF		-	-		-	-	$ -
	Subtotal									
055100	**Metal Stairs**									
	Metal pan stairs, including curved MC12x10.5 stringers	5	Risers			1,900.00			12,600.00	$ 14,500.00
	Subtotal									$ 14,500.00

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057300	**Decorative Metal Railings**									
	Stainless steel wall handrails at Stair CS04 (mounted to wall and/or glass guardrail)	20	LF		74.75	1,495.00		153.00	3,060.00	$ 4,555.00
	Stainless steel wall handrails at Stair CS05	20	LF		74.75	1,495.00		153.00	3,060.00	$ 4,555.00
	Curved stainless steel wall handrails at new 5R stairs, up from Entry	14	LF		95.00	1,330.00		210.00	2,940.00	$ 4,270.00
	1/2" Tempered glass guardrail, frosted finish, anchored to floor w/alum shoe channel, cellar level of Stair CS04	-	LF		-	-		-	-	$ -
	Premium for material delivery	1	LS		-	-		2,000.00	2,000.00	$ 2,000.00
	Subtotal									$ 15,380.00
Division 6	**WOOD, PLASTICS & COMPOSITES**									
061053	**Miscellaneous Rough Carpentry**									
	Blocking- cellar	1	LS			250.00			1,200.00	$ 1,450.00
	Subtotal									$ 1,450.00
064023	**Interior Architectural Millwork**									
	Cellar									
	Reception area C04C, Desks & wood paneling at desk side of knee walls	30	LF	215.00	266.65	7,999.63	295.00	365.87	10,976.24	$ 18,975.88
	Entry C04E, Wall Mounted Public Computer Station	1	LS	750.00	930.19	930.19	1,500.00	1,860.38	1,860.38	$ 2,790.57
	Entry C04E, Flyer Handout Display	1	LS	850.00	1,054.22	1,054.22	1,350.00	1,674.34	1,674.34	$ 2,728.56
	Staff Area C06, Built-In Desk	9	LF	215.00	266.65	2,399.89	295.00	365.87	3,292.87	$ 5,692.76
	Staff Area C06, Cabinet next to copier	4	LF	125.00	155.03	620.13	275.00	341.07	1,364.28	$ 1,984.41
	Staff Area C06, Built-In Storage Cabinet w/Door	2	LF	250.00	310.06	620.13	325.00	403.08	806.16	$ 1,426.29
	Office #4 C19B, Reception Desk	-	LF		-	-		-	-	$ -
	Pantry, wall & base cabinets	4	LF	250.00	310.06	1,240.25	325.00	403.08	1,612.33	$ 2,852.58
	Wood swing doors at reception area C04C, knee wall	1	PR	850.00	1,054.22	1,054.22	1,200.00	1,488.30	1,488.30	$ 2,542.52
	Wood plank wall cladding at reception area C04C, knee wall	50	SF	40.00	49.61	2,480.51	70.00	86.82	4,340.89	$ 6,821.39
	Wood plank wall cladding at entry C04E, Public Computer Station	40	SF	40.00	49.61	1,984.41	70.00	86.82	3,472.71	$ 5,457.12
	Premium for material delivery	1	LS		-	-	3,500.00	4,340.89	4,340.89	$ 4,340.89
	Subtotal									$ 55,612.96
Division 7	**THERMAL AND MOISTURE PROTECTION**									
078100	**Applied Fireproofing**									
	Cellar									
	Cementitious sprayed fire resistive material	1	LS	750.00	930.19	930.19	4,000.00	4,961.01	4,961.01	$ 5,891.20
	Subtotal									$ 5,891.20
078413	**Penetration Firestopping**									
	Cellar									

	Firestopping	1	LS	750.00	930.19	930.19	3,000.00	3,720.76	3,720.76	$ 4,650.95
	Subtotal									$ 4,650.95
079200	**Joint Sealants**									
	Cellar									
	Misc Caulking/Sealants	1	LS	500.00	620.13	620.13	800.00	992.20	992.20	$ 1,612.33
	Premium for material delivery	-	LS		-	-		-	-	$ -
	Subtotal									$ 1,612.33
Division 8	**OPENINGS**									
081113	**Hollow Metal Doors and Frames**									
	Cellar									
	Door Type C: HM insulated; flush; w/14" dia. Vision panel; 3'0"x7'0" (#2, #3, #4 & #11)	4	EA	1,800.00	2,232.46	8,929.82	1,350.00	1,674.34	6,697.37	$ 15,627.19
	Door Type C: HM insulated; flush; w/14" dia. Vision panel; 3'0"x6'8" (#5)	1	EA	1,800.00	2,232.46	2,232.46	1,350.00	1,674.34	1,674.34	$ 3,906.80
	Door Type D: HM; flush; 2'0"x6'8" (#6)	1	EA	1,800.00	2,232.46	2,232.46	1,350.00	1,674.34	1,674.34	$ 3,906.80
	Door Type D: HM; flush; 2'0"x7'10" (#17)	1	EA	1,800.00	2,232.46	2,232.46	1,350.00	1,674.34	1,674.34	$ 3,906.80
	Door Type E: HM; flush; twin 2'0" x 6'8" (#7)	1	EA	2,900.00	3,596.73	3,596.73	1,350.00	1,674.34	1,674.34	$ 5,271.08
	Door Type F: HM insulated; flush; w/14" dia. Vision panel; 3'0"x6'8" (#8 & #9)	2	EA	3,500.00	4,340.89	8,681.77	1,800.00	570.00	1,140.00	$ 9,821.77
	Door Type G: HM insulated; flush; w/14" dia. Vision panel; 3'0"x6'8" (#21)	-	EA		-	-		-	-	$ -
	Door Type J: HM Insulated; flush; w/14" dia. Vision panel; 3'0"x7'10" (#16)	1	EA	1,800.00	2,232.46	2,232.46	2,100.00	570.00	570.00	$ 2,802.46
	Subtotal									$ 45,242.90
081416	**Flush Wood Doors**									
	Cellar									
	Door Type H: SC Wood; 90 min fire rating; flush; w/10" dia. Vision panel; 3'0"x7'10" (#1 & #15)	2	EA	3,900.00	4,836.99	9,673.98	2,100.00	570.00	1,140.00	$ 10,813.98
	Subtotal									$ 10,813.98
083113	**Access Doors and Frames**									
	Cellar									
	Door Type H: SC Wood; 90 min fire rating; flush; w/10" dia. Vision panel; 3'0"x7'10" (#1 & #15)	-	EA		-	-		-	-	$ -
	Subtotal									$ -
084513	**Glazed Aluminum Partitions**									
	Cellar									
	Aluminum framed sidelight at Screening/Meeting Room, 4'6" x 5'0"	22.5	SF		42.00	945.00		63.00	1,417.50	$ 2,362.50

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	Subtotal									$ 2,362.50
087100	**Door Hardware**									
	Cellar									
	Hardware set # 1	-	EA		-	-		-	-	$ -
	Hardware set # 3	-	EA		-	-		-	-	$ -
	Hardware set # 4	-	EA		-	-		-	-	$ -
	Hardware set # 5	-	EA		-	-		-	-	$ -
	Subtotal									
088000	**Glazing**									
	Cellar									
	14" Dia., 1/4" tempered clear glass vision panel	11	EA	160.00	198.44	2,182.85	95.00	117.82	1,296.06	$ 3,478.91
	2'0" x 3'0" Interior Window at Equipment Rack Room (6/A-202)	1	EA	350.00	434.09	434.09	1,150.00	1,426.29	1,426.29	$ 1,860.38
	10" Dia., 1/4" Clear Wired Glass Vision Panel	2	EA	150.00	186.04	372.08	95.00	117.82	235.65	$ 607.72
	Premium for material delivery		LS							
	Subtotal									$ 5,947.02
Division 9	**FINISHES**									
092216	**Non-Structural Metal Framing (Included w/092900)**									
092300	**Gypsum Board Shaft Wall Assemblies**									
	Cellar									
	Partition Type 6: 2-HR fire rated shaft wall; 2-1/2" C-H stud; batt insulation; (2) layers 1/2" type "X" gyp board on exposed side; (1) 1" liner panel at concealed side	60	SF	3.80	4.71	282.78	23.00	28.53	1,711.55	$ 1,994.33
	Subtotal									$ 1,994.33
092900	**Gypsum Board**									
	Wall Assemblies (Per A-300)									
	Cellar									
	Partition Type 1: furring; 3-5/8" metal stud; batt insulation; (1) layer 5/8" gyp board on one side	80	SF	5.00	6.20	496.10	12.00	14.88	1,190.64	$ 1,686.74
	Partition Types 2 & 3: 3-5/8" metal stud; batt insulation; (2) layers 5/8" gyp board on both sides	800	SF	6.50	8.06	6,449.32	21.00	26.05	20,836.26	$ 27,285.58
	Partition Type 4: 2-HR fire rated; 2-1/2" metal stud; batt insulation; (2) layers 5/8" type "X" gyp board on both sides	30	SF	6.00	7.44	223.25	18.00	22.32	669.74	$ 892.98
	Partition Type 5: 2-HR fire rated; 3-5/8" metal stud; batt insulation; (2) layers 5/8" type "X" gyp board on both sides	40	SF	6.25	7.75	310.06	18.00	22.32	892.98	$ 1,203.05

	Partition Type 8: 2-1/2" metal stud; batt insulation; (2) layers 5/8" type gyp board on both sides	-	SF		-	-		-	-	$ -
	Partition Type 9: 2-1/2" metal stud; batt insulation; (1) layer 5/8" gyp board on both sides	-	SF		-	-		-	-	$ -
	Partition Type 10: pocket door; 4" metal stud; batt insulation; (1) layer 5/8" gyp board on both sides	-	SF		-	-		-	-	$ -
	Premium for Level 5 finish, per specs	1,100	SF	1.25	1.55	1,705.35	5.00	6.20	6,821.39	$ 8,526.74
	Premium for curved partitions, at Offices #1, #2, #3 & reception desk	320	SF	-	-	-	14.00	17.36	5,556.34	$ 5,556.34
	Premium for 12'H partitions, at lower level	-	SF	-	-	-	-	-	-	$ -
	Column Enclosure	4	EA	250.00	310.06	1,240.25	1,200.00	1,488.30	5,953.22	$ 7,193.47
	Patching existing walls adjacent to demolished partitions	1	LS	950.00	1,178.24	1,178.24	10,000.00	12,402.53	12,402.53	$ 13,580.78
	Provide continuous skim coat of joint compound over entire wall, as indicated by Construction Note #9. Smooth & level finish, ready for prime and paint. Paint color to be determined.	10,500	SF		0.95	9,975.00		4.76	49,980.00	$ 59,955.00
	Subtotal									$ 125,880.67
	Ceilings									
	Raised Elliptical Gyp board ceilings	150	SF	6.00	7.44	1,116.23	75.00	93.02	13,952.85	$ 15,069.08
	Cove for lighting at raised elliptical gyp board ceilings	80	LF	8.00	9.92	793.76	75.00	93.02	7,441.52	$ 8,235.28
	Vertical gyp board soffits at raised elliptical ceilings	175	SF	6.00	7.44	1,302.27	55.00	68.21	11,937.44	$ 13,239.71
	Straight gyp board soffits & fascias	150	SF	6.00	7.44	1,116.23	40.00	49.61	7,441.52	$ 8,557.75
	Gyp board dropped ceiling at Office #4	100	SF	5.50	6.82	682.14	35.00	43.41	4,340.89	$ 5,023.03
	Straight gyp board fascias at dropped ceiling in Office #4	50	SF	6.00	7.44	372.08	40.00	49.61	2,480.51	$ 2,852.58
	Gyp board ceiling at East exit	-	SF	-	-	-	-	-	-	$ -
	Gyp board ceiling at cellar & subcellar level of stair CS05	25	SF	5.50	6.82	170.53	35.00	43.41	1,085.22	$ 1,255.76
	Premium for Level 5 finish, per specs	730	SF	1.25	1.55	1,131.73	5.00	6.20	4,526.93	$ 5,658.66
	Subtotal									$ 59,891.84
095123	**Acoustical Tile Ceilings**									
	Cellar									
	ACT ceilings, 2'x2' (mineral fiber based w/beveled tegular suspension grid system)	1,650	SF	7.80	9.67	15,962.06	15.00	18.60	30,696.27	$ 46,658.33
	Studio control room, C05 - Moulded Polyester Fiber Acoustic Wall Panels	190	SF	35.00	43.41	8,247.69	25.00	31.01	5,891.20	$ 14,138.89
	Subtotal									$ 60,797.22
096513	**Resilient Base and Accessories**									
	Cellar									
	4" Rubber cove base	2,500	LF	1.50	1.86	4,650.95	5.50	6.82	17,053.48	$ 21,704.44
	Pre-fab resilient stair nosing w/semi-recessed traction strips, at New 5R stair	16	LF	18.00	22.32	357.19	25.00	31.01	496.10	$ 853.29
	Pre-fab resilient stair nosing w/semi-recessed traction strips, at stair CS05	36	LF	18.00	22.32	803.68	25.00	31.01	1,116.23	$ 1,919.91

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	Abrasive stair nosing strips, at existing stair, CS05	36	LF	29.00	35.97	1,294.82	25.00	31.01	1,116.23	$ 2,411.05
	Subtotal									$ 26,888.69
096519	**Resilient Tile Flooring**									
	Cellar									
	Clean & polish existing terazzo treads & risers at Stair CS05	12	Risers	29.00	35.97	431.61	25.00	31.01	372.08	$ 803.68
	VCT	1,400	SF	4.00	4.96	6,945.42	9.00	11.16	15,627.19	$ 22,572.61
	Subtotal									$ 23,376.30
096813	**Tile Carpeting**									
	Cellar									
	Carpet Tile, Type #1 (Offices #1, #2 & #3)	388	SF	8.00	9.92	3,848.16	12.00	14.88	5,772.24	$ 9,620.40
	Carpet Tile, Type #2 (Entry, Reception & Staff)	563	SF	8.00	9.92	5,588.09	12.00	14.88	8,382.13	$ 13,970.21
	Carpet Tile, Type #3 (Screening/Meeting)	141	SF	8.00	9.92	1,397.02	12.00	14.88	2,095.53	$ 3,492.55
	Modular Carpet Tile, at Stair Treads & Risers (Stair CS04 & stair up from entry)	5	Risers	45.00	55.81	279.06	150.00	186.04	930.19	$ 1,209.25
	Subtotal									$ 28,292.41
099123	**Painting**	1	LS	4,000.00	4,961.01	4,961.01	26,000.00	32,246.59	32,246.59	$ 37,207.60
	Cellar									
	New Drywall partitions		SF							
	Newly skim-coated existing partitions		SF							
	New drywall ceilings, soffits & fascias		SF							
	New doors and frames		EA							
	Prep & paint exposed structure ceiling, as indicated by Construction Note #8		SF							
	Premium for painting exposed ductwork at subcellar ("architecturally finished" per notes on A-113)		SF							
	Premium for use of seven different colors, throughout the job w/many surfaces receiving more than one color (099123/1.2 Summary, Note B)		SF							
	Premium for material delivery		LS							
	Subtotal									
Division 10	**Specialties**									

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101423	**Signage**									
	Room Identification Signs	10	EA	1,000.00	1,240.25	12,402.53	75.00	93.02	930.19	$ 13,332.72
	Subtotal									$ 13,332.72
104400	**Fire Protection Specialties**									
	Wall mounted fire extinguisher cabinet w/fire extinguisher	3	EA	350.00	434.09	1,302.27	650.00	806.16	2,418.49	$ 3,720.76
	Premium for material delivery	1	LS	-	-	-	500.00	620.13	620.13	$ 620.13
	Subtotal									$ 4,340.89
Division 12	**Furnishings**									
123661	**Simulated Stone Countertops**									
	Cellar									
	Reception workstations, 2'0" deep	24	SF	125.00	155.03	3,720.76	35.00	43.41	1,041.81	$ 4,762.57
	Staff workstations, 2'0" deep	18	SF	125.00	155.03	2,790.57	35.00	43.41	781.36	$ 3,571.93
	Public computer stations:									
	Entry, 1' 2" deep	5	SF	95.00	117.82	589.12	35.00	43.41	217.04	$ 806.16
	Knee wall caps:									
	Reception, 8" wide - curved walls	7	SF	95.00	117.82	824.77	65.00	80.62	564.32	$ 1,389.08
	Reception, 8" wide - stair wall	8	SF	95.00	117.82	942.59	35.00	43.41	347.27	$ 1,289.86
	Staff, 8" wide - curved	10	SF	95.00	117.82	1,178.24	65.00	80.62	806.16	$ 1,984.41
	Wall between receprion & staff workstations, 10" wide	10	SF	95.00	117.82	1,178.24	65.00	80.62	806.16	$ 1,984.41
	Wall between reception & staff workstations, 10" wide	-	SF	-	-	-	-	-	-	-
	Pantry, 2'2" deep	8	SF	125.00	155.03	1,240.25	35.00	43.41	347.27	$ 1,587.52
	Premium for material delivery	1	LS	-	-	-	500.00	620.13	620.13	$ 620.13
	Subtotal									$ 17,996.08
Division 14	**CONVEYING SYSTEM**									
144200	**Wheelchair Lifts**									
	ADA compliant wheel chair lift	1	EA	39,715.00	49,256.67	49,256.67	21,385.00	26,522.82	26,522.82	$ 75,779.49
	Premium for material delivery	1	LS	-	-	-	2,000.00	2,480.51	2,480.51	$ 2,480.51
	Subtotal									$ 78,259.99
Division 21	**FIRE PROTECTION**									
210500	**Common Work Results for Fire Suppression**	1	LS	9,415.00	11,676.99	11,676.99	17,485.00	21,685.83	21,685.83	$ 33,362.82
	Cellar									
	Hydraulic Calculations (included)	1	LS							
	Testing & Inspection (included)	1	LS							
	Drain & Fill System (excluded)	1	LS							
	Demolition (cut/cap) (included)	1	LS							
	Seismic restraints/bracing	1	LS							
	Subtotal									

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210517	**Sleeves for Fire Suppression Piping**									
	Cellar									
	Coring & Patching/Firestopping									
	Subtotal									
210518	**Escutcheons for Fire Suppression Piping**									
	Cellar									
	Escutcheon Plates		EA							
	Subtotal									
211313	**Wet Pipe Sprinkler Systems**									
	Cellar									
	Sprinkler Heads (Recessed Pendant)	30	EA							
	Sprinkler Heads (Upright Pendant)	6	EA							
	Sprinkler Heads (Sidewall)		EA							
	Sprinkler Heads (Recessed Pendant)		EA							
	2-1/2" Sprinkler branch piping w/fittings & hangers		LF							
	2" Sprinkler branch piping w/fittings & hangers		LF							
	1-1/2" Sprinkler branch piping w/fittings & hangers		LF							
	1-1/4" Sprinkler branch piping w/fittings & hangers		LF							
	1" Sprinkler branch piping w/fittings & hangers		LF							
	1" Sprinkler branch piping w/fittings & hangers		LF							
	Connect to existing		EA							
	Premium for material delivery		LS							
	Subtotal									
Division 22	Plumbing									
220010	**General Requirements for Plumbing Work**		LS							
	Demolition (cut/cap)	1	LS							$ 1,655.00
	Cleaning & disinfection		LS							
	Coring & patching/firestopping									
	Subtotal									$ 1,655.00
220523	**General Duty Valves**									
	Shut off valves	2	EA		38.15	76.30		228.90	457.80	$ 534.10
	Subtotal									$ 534.10
220529	**Hangers & Supports**									
	Pipe Supports	10	EA		42.15	108.90		381.50	3,815.00	$ 3,923.90
	Subtotal									$ 3,923.90
220553	**Identification for Plumbing Piping and Equipment**									
	Misc. valves, tags and fittigns	1	LS							$ 327.00

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	Subtotal									$ 327.00
220700	**Plumbing Insulation**									
	Pipe Insulation	50	LF		4.36	218.00		17.44	872.00	$ 1,090.00
	Subtotal									$ 1,090.00
221116	**Domestic Water Piping**									
	3/4" Domestic water supply branch (Type L Cu.)									
	Connection - roughing - Included w/223500)	50	LF		5.45	272.50		81.75	4,087.50	$ 4,360.00
	Subtotal									$ 4,360.00
221119	**Domestic Water Specialties (Included in section 221116)**									
221316	**Sanitary Waste and Vent Piping**									
	2" Sanitary Waste and vent (cast iron)	15	LF		13.08	196.20		98.10	1,471.50	$ 1,667.70
	1-1/2" Sanitary waste & vent (cast iron)	35	LF		10.90	381.50		98.10	3,433.50	$ 3,815.00
	Connect to existing waste and vent	1	LS							$ 588.60
	Subtotal									$ 6,071.30
221319	**Sanitary Waste and Vent Piping Specialties**									
	Funnel drain	1	EA		436.00	436.00		654.00	654.00	$ 1,090.00
	Subtotal									$ 1,090.00
223500	**Plumbing Fixtures & Trim**									
	Fixture rough-in	1	EA		218.00	218.00		654.00	654.00	$ 872.00
	Elkay undermount sink w/faucet	1	EA		904.70	904.70		654.00	654.00	$ 1,558.70
	Premium for material delivery		LS							
	Subtotal									$ 2,430.70
Division 23	**HEATING, VENTILATING AND AIR CONDITIONING**									
230000	**Special requirements for Mechanical and Electrical Work**									
	Cellar									
	Seismic restraints/bracing	1	LS		1,000.00	1,000.00		2,000.00	2,000.00	$ 3,000.00
	Coring & patching/firestopping	1	LS		1,000.00	1,000.00		3,000.00	3,000.00	$ 4,000.00
	Subtotal									$ 7,000.00
230010	**General Provisions for HVAC Work**									
	Cellar									
	Demolition (Cut/Cap)	1	LS		3,000.00	3,000.00		25,000.00	25,000.00	$ 28,000.00
	Hazardous refrigerant disposal		LS							
	Subtotal									$ 28,000.00

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230593	**Testing, Adjusting and Balancing for HVAC**									
	Cellar									
	Testing & Balancing	1	LS		3,000.00	3,000.00		4,750.00	4,750.00	$ 7,750.00
	Subtotal									$ 7,750.00
230716	**Insulation of HVAC Work**									
	Cellar									
	Duct wrap insulation	2,000	SF		1.00	2,000.00		4.00	8,000.00	$ 10,000.00
	Subtotal									$ 10,000.00
230900	**Instrumentation and Controls for HVAC**									
	Cellar									
	New Temperature Sensor and Controls (Installation)	1	SF		10,000.00	10,000.00		40,000.00	40,000.00	$ 50,000.00
	Proprietary Item:									
	New Temperature Sensor and Controls - Siemens Apogee	1	LS					15,000.00	15,000.00	$ 15,000.00
	Relocate existing temperature sensor	1	LS		1,000.00	1,000.00		2,000.00	2,000.00	$ 3,000.00
	Subtotal									$ 18,000.00
232006	**HVAC Specialties**									
	Cellar									
	Refrigerant line set	1,000	LF		4.00	4,000.00		40.00	40,000.00	$ 44,000.00
	Refrigerant line set pipe chase (for underground)	200	LF		10.00	2,000.00		50.00	10,000.00	$ 10,000.00
	Condensate pump	5	EA		100.00	500.00		200.00	1,000.00	$ 1,500.00
	Subtotal									$ 55,500.00
232113	**Piping for HVAC**									
	Cellar									
	1" Condensate drain pipe (Type L Cu.)	100	LF		6.00	600.00		40.00	4,000.00	$ 4,600.00
	1-1/4" Condensate drain pipe (Type L Cu.)	100	LF		7.00	700.00		50.00	5,000.00	$ 5,700.00
	Subtotal									$ 10,300.00
233113	**Metal Ductwork**									
	Cellar									
	Ductwork Galvanized	2,100	LBS		3.00	6,300.00		15.00	31,500.00	$ 37,800.00
	Connection to existing ductwork	8	LOC		50.00	400.00		300.00	2,400.00	$ 2,800.00
	Control damper	20	EA		40.00	800.00		150.00	3,000.00	$ 3,800.00
	Fire smoke damper	3	EA		100.00	300.00		500.00	1,500.00	$ 1,800.00
	RGD's	6	EA		50.00	300.00		150.00	900.00	$ 1,200.00
	24 x 24 Diffuser	6	EA		50.00	300.00		150.00	900.00	$ 1,200.00
	28 x 12 Diffuser	2	EA		50.00	100.00		150.00	300.00	$ 400.00
	Linear slot diffuser	43	LF		50.00	2,150.00		100.00	4,300.00	$ 6,450.00
	Duct final cleaning	1	LS		1,000.00	1,000.00		7,000.00	7,000.00	$ 8,000.00
	Subtotal									$ 63,450.00
233713	**Diffusers, Registers and Grilles (Included in section 233113)**									

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237313	**Air Cooled Split Air Conditioning Units**									
	AC-1 Split A/C Unit (Indoor Unit) BronxNet Supplied/Contractor Installed	1	EA					2,000.00	2,000.00	$ 2,000.00
	AC-2 Split A/C Unit (Indoor Unit) BronxNet Supplied/Contractor Installed	1	EA					2,000.00	2,000.00	$ 2,000.00
	AC-3 Split A/C Unit (Indoor Unit) BronxNet Supplied/Contractor Installed	1	EA					2,000.00	2,000.00	$ 2,000.00
	AC-4 Split A/C Unit (Indoor Unit) BronxNet Supplied/Contractor Installed	1	EA					2,000.00	2,000.00	$ 2,000.00
	ACC-1 CRAC Unit (5 Ton)	1	EA					2,000.00	2,000.00	$ 2,000.00
	ACCU-1 Split A/C Unit (Condenser Unit) BronxNet Supplied/Constractor Installed	1	EA					3,000.00	3,000.00	$ 3,000.00
	ACCU-2 Split A/C Unit (Condenser Unit) BronxNet Supplied/Constractor Installed	1	EA					3,000.00	3,000.00	$ 3,000.00
	ACCU-3 Split A/C Unit (Condenser Unit) BronxNet Supplied/Constractor Installed	1	EA					3,000.00	3,000.00	$ 3,000.00
	ACCU-4 Split A/C Unit (Condenser Unit) BronxNet Supplied/Constractor Installed	2	EA					3,000.00	6,000.00	$ 6,000.00
	Premium for material and delivery	1	LS		500.00	500.00		500.00	500.00	$ 1,000.00
	Subtotal									$ 26,000.00
Division 26	**Electrical**									
260000	**General Provision for Electrical Work**									
	Cellar									
	Coring & Patching/Firestopping	1	LS							$ 4,000.00
	Disconnect existing cable TV device	1	EA					75.00	75.00	$ 75.00
	Disconnect existing camera	10	EA					75.00	750.00	$ 750.00
	Disconnect existing card reader	1	EA					75.00	75.00	$ 75.00
	Disconnect existing disconnect switch	4	EA					75.00	300.00	$ 300.00
	Disconnect existing F/A device	2	EA					75.00	150.00	$ 150.00
	Disconnect existing light fixture	83	EA					75.00	6,225.00	$ 6,225.00
	Disconnect existing lighting control device	20	EA					75.00	1,500.00	$ 1,500.00
	Disconnect existing receptacle	30	EA					75.00	2,250.00	$ 2,250.00
	Disconnect existing security device and associated control wiring	2	EA					1.25	2.50	$ 2.50
	Disconnect and remove existing panelboard	2	EA					500.00	1,000.00	$ 1,000.00
	Subtotal									$ 16,327.50
260519	**Wire and Cable (600V)**									
	Cellar									
	#10 AWG Thhn	6,500	LF		0.32	2,080.00		0.95	6,175.00	$ 8,255.00
	#6 AWG Thhn	3,200	LF		0.65	2,080.00		1.85	5,920.00	$ 8,000.00
	#1/0 AWG Thhn	1,100	LF		3.00	3,300.00		2.95	3,245.00	$ 6,545.00

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	3-#3/0 & 1-#6G in Existing Raceway	900	LF		4.04	3,636.00		3.95	3,555.00	$ 7,191.00
	Subtotal									$ 29,991.00
260526	**Grounding and Bonding**									
	Cellar									
	Equipment Grounding	1	LS		3,000.00	3,000.00		5,000.00	5,000.00	$ 8,000.00
	Subtotal									$ 8,000.00
260533	**Raceways and Installing Components**									
	Cellar									
	3/4" EMT	2,000	LF		2.60	5,200.00		7.50	15,000.00	$ 20,200.00
	3/4" PVC	300	LF		2.30	690.00		7.50	2,250.00	$ 2,940.00
	1-1/4" EMT	580	LF		2.30	1,334.00		11.00	6,380.00	$ 7,714.00
	1-1/4" PVC	140	LF		2.25	315.00		11.00	1,540.00	$ 1,855.00
	2" EMT	300	LF		3.40	1,020.00		13.00	3,900.00	$ 4,920.00
	Subtotal									$ 37,629.00
260553	**Electrical Identification**									
	Cellar									
	Electrical nameplates, labels, tags, etc	1	LS		500.00	500.00		5,200.00	5,200.00	$ 5,700.00
	Subtotal									$ 5,700.00
260910	**Power, Control and Alarm Wiring Systems (Included in sections 260519, 260526, 260533, 262416 & 262726)**									
262416	**Panelboards (Lighting and Distribution)**									
	Cellar									
	Panel "PP-AC" 125A 120/208V Panelboard	1	EA		1,500.00	1,500.00		$ 1,350.00	1,350.00	$ 2,850.00
	Panel "LP-BA" 225A 120/208V Panelboard	1	EA		2,500.00	2,500.00		$ 1,350.00	1,350.00	$ 3,850.00
	Panel "PP-AC" 125A 120/208V Panelboard	1	EA		1,500.00	1,500.00		$ 1,350.00	1,350.00	$ 2,850.00
	8" x 8" Pull box	6	EA		350.00	2,100.00		130.00	780.00	$ 2,880.00
	Subtotal									$ 12,430.00
262726	**Wiring Devices and Installation Components**									
	Cellar									
	ADA lift feed and connection	1	EA		1,200.00	1,200.00		$ 2,600.00	2,600.00	$ 3,800.00
	AC-1 thru 5 equipment connection	5	EA		600.00	3,000.00		$ 2,600.00	13,000.00	$ 16,000.00
	ACC-1 equipment connection	1	EA		500.00	500.00		$ 2,600.00	2,600.00	$ 3,100.00
	ACCU-1 thru 5 equipment connection	4	EA		2,000.00	8,000.00		$ 2,600.00	10,400.00	$ 18,400.00

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	Condensate pump feed and connection	10	EA		500.00	5,000.00		$ 1,350.00	13,500.00	$ 18,500.00
	20A double duplex receptacle	28	EA		100.00	2,800.00		$ 130.00	3,640.00	$ 6,440.00
	20A duplex receptacle	55	EA		50.00	2,750.00		$ 65.00	3,575.00	$ 6,325.00
	20A GFCI duplex receptacle	6	EA		80.00	480.00		$ 65.00	390.00	$ 870.00
	20A Twistlock receptacle	20	EA		120.00	2,400.00		$ 65.00	1,300.00	$ 3,700.00
	Floor box	3	EA		250.00	750.00		$ 260.00	780.00	$ 1,530.00
	20A Branch (MC)	9	EA		100.00	900.00		$ 1,350.00	12,150.00	$ 13,050.00
	Subtotal									$ 91,715.00
	Telecommunications (shown on Electrical drawings, E-101; E-102 & E-103)									
	Cellar									
	Relocate existing telecom system - EXCLUDED									
	Intercom station and cabling	1	LS		400.00	400.00		$ 1,350.00	1,350.00	$ 1,750.00
	TV device	17	EA		100.00	1,700.00		$ 130.00	2,210.00	$ 3,910.00
	T/D device	2	EA		100.00	200.00		$ 130.00	260.00	$ 460.00
	T/D device - Floor box	2	EA		100.00	200.00		$ 130.00	260.00	$ 460.00
	RG6 coax cable	5,000	LF		0.35	1,750.00		$ 0.50	2,500.00	$ 4,250.00
	CAT 6 cabling	8,000	LF		0.35	2,800.00		$ 0.50	4,000.00	$ 6,800.00
	2" Empty raceway w/pull string	160	LF		4.00	640.00		$ 15.00	2,400.00	$ 3,040.00
	1" Empty raceway w/pull string	1,130	LF		2.50	2,825.00		$ 9.00	10,170.00	$ 12,995.00
	J-hooks	120	EA		8.00	960.00		$ 35.00	4,200.00	$ 5,160.00
	Terminations & testing	1	LS					$ 1,500.00	1,500.00	$ 1,500.00
	Premium for material & delivery	1	LS							
	Subtotal									$ 40,325.00
262813	**600 Volt Fuses**									
	Cellar									
	125A Fuse	6	EA		70.00	420.00		$ 20.00	120.00	$ 540.00
	Subtotal									$ 540.00
262816	**Safety and Disconnect Switches**									
	Cellar									
	30A 2-P Disconnect Switch	5	EA		200.00	1,000.00		$ 200.00	1,000.00	$ 2,000.00

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	30A 3-P Disconnect Switch N3R	5	EA		200.00	1,000.00		$ 200.00	1,000.00	$	2,000.00
	30A 3-P Magnetic Motor Starter	1	EA		200.00	200.00		$ 200.00	200.00	$	400.00
	60A 3-P Disconnect Switch N3R	1	EA		200.00	200.00		$ 200.00	200.00	$	400.00
	60A 3-P Magnetic Motor Starter	1	EA		200.00	200.00		$ 200.00	200.00	$	400.00
	Subtotal									$	5,200.00
265100	**Lighting Fixtures**										
	Cellar										
	Emergency Power Transfer Relay	1	EA		2,500.00	2,500.00		$ 1,300.00	1,300.00	$	3,800.00
	L.V. switch	16	EA		120.00	1,920.00		$ 130.00	2,080.00	$	4,000.00
	Occupancy sensor (Ceiling mounted)	16	EA		250.00	4,000.00		$ 130.00	2,080.00	$	6,080.00
	Single pole switch	16	EA		35.00	560.00		$ 130.00	2,080.00	$	2,640.00
	20A feeder (MC)	500	LF		5.00	2,500.00		$ 8.00	4,000.00	$	6,500.00
	Type F1	41	EA		250.00	10,250.00		$ 130.00	5,330.00	$	15,580.00
	Type F2	7	EA		250.00	1,750.00		$ 130.00	910.00	$	2,660.00
	Type F3	8	EA		250.00	2,000.00		$ 130.00	1,040.00	$	3,040.00
	Type F4	9	EA		250.00	2,250.00		$ 130.00	1,170.00	$	3,420.00
	Type F5	18	LF		120.00	2,160.00		$ 130.00	2,340.00	$	4,500.00
	Type F6 Track	24	LF		100.00	2,400.00		$ 50.00	1,200.00	$	3,600.00
	Type F6 Track Head	2	EA		250.00	500.00		$ 65.00	130.00	$	630.00
	Type F7 Track	24	LF		100.00	2,400.00		$ 50.00	1,200.00	$	3,600.00
	Type F7 Track Head	2	EA		250.00	500.00		$ 65.00	130.00	$	630.00
	Type F9	6	EA		250.00	1,500.00		$ 130.00	780.00	$	2,280.00
	Type F10	2	LF		250.00	500.00		$ 130.00	260.00	$	760.00
	Exit sign	5	EA		250.00	1,250.00		$ 130.00	650.00	$	1,900.00
	20A feeder (MC)	60	LF		5.00	300.00		$ 65.00	3,900.00	$	4,200.00
	Premium for material delivery	1	LS					2,500.00	2,500.00	$	2,500.00
	Subtotal									$	72,320.00
Division 28	**Electronic Safety and Security**										
283100	**Fire Alarm System Modification**										
	Proprietary Items:										

Department of Design and Construction

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: BronxNet Public Access Media Facilities Renovation
Location: 2790 Goulden Avenue, Bronx NY 10468
Bidder: ON-TRAC CONSTRUCTION ASSOCIATES,INC

DDC ID: PV488BN
Sponsor Agency: DCLA

	Fire alarm device - Siemens Cerebus Pyrotronics MXL System including items below:									
	New fire alarm strobe (Installation only)	7	EA					$ 250.00	1,750.00	$ 1,750.00
	Duct smoke detector (Installation only)	1	EA					$ 250.00	250.00	$ 250.00
	Pull station (Installation only)	3	EA					$ 250.00	750.00	$ 750.00
	Smoke detector (Installation only)	3	EA					$ 250.00	750.00	$ 750.00
	Strobe device (Installation only)	7	EA					$ 250.00	1,750.00	$ 1,750.00
	Fire Alarm branch wiring (MC Cable)	2,000	LF		0.80	1,600.00		$ 2.00	4,000.00	$ 5,600.00
	Fire alarm final testing and certification	1	LS							$ 4,500.00
	Subtotal									$ 15,350.00

ATTACHMENT 1 - BID INFORMATION
PROJECT ID: PV488-BN

DESCRIPTION AND LOCATION OF WORK:

BronxNet Public Access Media Facilities Renovation
2790 Goulden Avenue
Bronx, NY 10468
E-PIN: 85017B0071 / DDC PIN: 8502017PV0006C

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, MAY 31, 2017**
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, May 31, 2017, AT 2:00 PM**
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	**BronxNet Public Access Media Facilities Renovation** **2790 Goulden Avenue** **Bronx, NY 10468**
DATE AND HOUR	**TUESDAY, May 16, 2017 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) 391-1016 or (718) 391-2601 Email:

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BID BOOKLET
PART B

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SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less

_____ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

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

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

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

4. OSHA Information:

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

_____ YES _____ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related impatient hospitalizations, all amputations and all losses of an eye).

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

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

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

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

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

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

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

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

5. Safety Performance on Previous DDC Project(s)

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

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

___YES ___NO Accident on previous DDC Project(s).

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

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

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

Date: _____ By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

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Pre-Award Process

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

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

****

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

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

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

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

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

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

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

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

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.

(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.

(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

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

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

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

A. PROJECT REFERENCES –CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

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

Contractor: _____

Address: _____

_____

Telephone Number: _____

Name and Title of Signatory: _____

_____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

_____

_____

_____

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

_____ _____

Date Signature

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

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VENDEX COMPLIANCE

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

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

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

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

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

Certificate of No Change Form

NYC
Mayor's Office of Contract Services

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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

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

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

Certification *This section is required.*

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

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

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

Sworn to before me on: _____
Date

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

Certificate of No Change Form

NYC
Mayor's Office of
Contract Services

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

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

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

Certification *This section is required.*

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

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

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

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[*Please Check One*]

BIDDER'S CERTIFICATION

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

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

Dated: _____, New York
June, 20 17

SIGNATURE

David Sapienza
PRINTED NAME

Project Executive
TITLE

Sworn to before me this
2nd day of June 2017

Notary Public

Dated: June 2, 2017

LINDA DEVARD NOTARY PUBLIC NASSAU COUNTY, STATE OF NEW YORK Comm. Exp. 12/29/2020 Comm. No. 01DE6198664

CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

8. _____
Company Name

9. _____
Company Address and Zip Code

10. _____
Chief Operating Officer Telephone Number

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

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

13. Number of employees in your company: _____

14. Contract information:

(a) _____ Contracting Agency (City Agency)

(b) _____ Contract Amount

(c) _____ Procurement Identification Number (PIN)

(d) _____ Contract Registration Number (CT#)

(e) _____ Projected Commencement Date

(f) _____ Projected Completion Date

(g) Description and location of proposed contract:

_____

_____

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

_____

_____

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

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

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

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

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

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

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

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

_____

_____

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

If yes, is the medical examination given:

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

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

_____

_____

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

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

_____

_____

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

_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

_____

_____

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

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

_____

_____

SIGNATURE PAGE

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

_____
Contractor's Name

_____
Name of person who prepared this Employment Report Title

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

_____
Telephone Number

_____
Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

FOR OFFICIAL USE ONLY: File No._____

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

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

2. If yes, complete the chart below.

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

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

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

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

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

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM B: PROJECTED WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female (Col. #6 – 10):

_____

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

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

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

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

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

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

_____

_____

FMS ID: **PV488-BN**

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

Department of Design and Construction

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

CONTRACT NO. 1 **GENERAL CONSTRUCTION**

BID

BronxNet Public Access Media Facilities Renovation

LOCATION: **2790 Goulden Avenue**
BOROUGH: **Bronx 10468**
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: PV488-BN

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

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

BronxNet Public Access Media Facilities Renovation

LOCATION: 2790 Goulden Avenue
BOROUGH: Bronx 10468
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION

FOR: DCLA

BY: Bentel & Bentel

Date: December 16, 2016

17-072

Department of Design and Construction

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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS
CONTRACT
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SCHEDULE OF PREVAILING WAGES
GENERAL CONDITIONS

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

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

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

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

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

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

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

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

Please discontinue use of this notice after September 30, 2017

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CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error pr unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;
(2) Award to a New York City bidder;
(3) Award to a certified New York State small, minority or woman-owned business bidder;
(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

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

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;
(2) a bank certified check or money order;
(3) obligations of the City of New York; or
(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at http://www.fms.treas.gov/c570/index.html, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and
(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,
(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
(i) The names, address and telephone numbers of LBE firms that are contacted;
(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
(iii) Documentation showing that no reasonable price can be obtained from LBE firms;
(iv) A statement of why agreements with LBE firms were not reached;
(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

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.

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.

CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

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

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- New York City Construction Codes, Title 28
- NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- Manual on Uniform Traffic Control Devices (MUTCD)
- Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazard, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

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

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

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

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

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

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

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

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

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and

necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

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

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.
- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

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

- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
Criteria 6: OSHA violation history for the last three (3) years;
Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

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

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

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

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

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

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

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

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

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

A. Reviewing the safety issues detailed in the contract.
B. Reviewing the Site Safety Plan.
C. Reviewing any new issues or information that was not previously addressed.
D. Discussing planned inspections and audits of the site by QA&CS personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.

B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.

C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.

E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.

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

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which may be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

TABLE OF CONTENTS

WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23**"Notice to Proceed" or "Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

2.1.32 **"Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 **"Substantial Completion"** shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 *et seq*. In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**'s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract.**

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract.**

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

the date specified in the **Notice to Proceed** or the **Order to Work. TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

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

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

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

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

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

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

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

11.7.1.6 Labor escalation costs based on actual costs;

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

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

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

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

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

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

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

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

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

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

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

Contractor under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1] For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract, Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

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

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

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

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

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

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

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

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work.**

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER,THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

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

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

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

35.5.7 Enforcement and Penalties.

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

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

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

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

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

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

35.6.2 Job Posting Requirements.

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

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

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

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

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

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

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

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

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

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

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract.**

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

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

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

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

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

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) taking any other appropriate remedy.

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

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

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

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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: _____
Deputy Commissioner

CONTRACTOR: On-Trac Construction Associates Inc.

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

Title: PRESIDENT

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

_____
Secretary

(Seal)

_____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Nassau ss:

On this 1st day of June, 2018, before me personally came Ignazio Antale to me known who, being by me duly sworn did depose and say that he resides at 86-40 122nd St., Richmond Hill, NY 11418 that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Linda DeVard

Notary Public or Commissioner of Deeds

LINDA DEVARD NOTARY PUBLIC NASSAU COUNTY, STATE OF NEW YORK Comm. Exp. 12/29/2020 Comm. No. 01DE6198664

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 12th day of June, 2018, before me personally came Thomas Foley to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

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 DATED
BUDGET DIRECTOR'S CERTIFICATE NO. DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

One million seven hundred sixty-eight thousand two hundred fifty-six dollars

Dollars ($ 1,768,256.00)

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

_____

_____

_____
Department of Design and Construction

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

_____
Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

_____
Comptroller

MAYOR'S CERTIFICATE OR CERTIFICATE OF THE DIRECTOR OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, On-Trac Construction Associates Inc.
88-60 Myrtle Avenue
Glendale, NY 11385

hereinafter referred to as the "Principal,"
and, Hudson Insurance Company
100 William Street
New York, NY 10038

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of
One Million, Seven Hundred Sixty Eight Thousand, Two Hundred Fifty Six and 00/100

($ 1,768,256.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
FMS ID: PV488-BN E-PIN:85017B0071001 DDC PIN: 8502017PV0006C
PQL-Small GC -- Bronxnet Public Access Media Faciliaties Renovation - Borough of the Bronx

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

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

7th day of June, 20 18.

(Seal)

On-Trac Construction Associates Inc. (L.S.)
Principal
By: _____

(Seal)

Surety
Hudson Insurance Company
By: _____
Jeffrey W. Price, Attorney-In-Fact

(Seal)

Surety
By: _____

(Seal)

Surety
By: _____

(Seal)

Surety
By: _____

(Seal)

Surety
By: _____

Bond Premium Rate Scale

Bond Premium Cost _____

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

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

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

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.m.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Nassau ss:

On this 7th day of June, 20 18 before me personally came Ignazio Artale,
to me known, who, being by me duly sworn did depose and say that he/she resides at 88-60 Myrtle Avenue, Glendale, NY 11385
On-Trac Construction Assoc., Inc.; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Mary A. Price
Notary Public or Commissioner of Deeds.

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056603
Qualified in Nassau County
Commission Expires 08/04/22

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did dispose and say that he/she resides at _____
_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who,.being by me duly sworn did depose and say that he/she resides at _____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

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

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

Surety Acknowledgment

State of New York }
} ss:
County of Nassau }

On this 7th day of June, 2018, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company 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, and 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 the Standing Resolutions thereof.

My commission expires _____

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056603
Qualified in Nassau County
Commission Expires 05/04/22

Mary A. Price
Notary Public

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2017

ASSETS

Bonds	$	155,043,337
Real estate		0
Cash on hand and on deposit		237,549,751
Reinsurance Receivable		214,728,200
FIT recoverable (including net deferred tax asset)		15,498,582
Aggregate write-ins for other than invested assets		262,624,155
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		67,910,804
Stocks		221,689,678
Other Assets		29,023,160
	$	1,204,067,667

LIABILITIES & SURPLUS

Losses	$	170,789,608
Loss adjustment expense		20,204,975
Other expenses		22,094,979
Unearned premiums		61,593,073
Ceded reinsurance premiums payable		413,483,706
Payable to parent, subsidiaries and affiliates		436,869
Commissions payable, contingent commissions and other similar charges		11,547,351
Other Liabilities		75,533,307
	$	775,683,868
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		127,403,464
Surplus as regards policyholders	$	428,383,799
	$	1,204,067,667

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2017.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of March, 2018.

Min Huang
Senior Vice President and
Chief Financial Officer

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

HICNE-10-202-0122

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 19th day of August, 2014 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest: .....
Dina Daskalakis
Corporate Secretary

By: .....
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 7TH day of June, 2018.

(Corporate Seal)

By: .....
Dina Daskalakis, Corporate Secretary

Form PerfA 10 8 2010 (v1)

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

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, On-Trac Construction Associates Inc. 88-60 Myrtle Avenue Glendale, NY 11385 hereinafter referred to as the "Principal", and Hudson Insurance Company 100 William Street New York, NY 10038 hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of One Million, Seven Hundred Sixty Eight Thousand, Two Hundred Fifty Six and 00/100 ($ 1,768,256.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS ID: PV488-BN E-PIN:85017B0071001 DDC PIN: 8502017PV0006C PQL-Small GC -- Bronxnet Public Access Media Faciliaties Renovation - Borough of the Bronx a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

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

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

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

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 7th day of June, 2018.

(Seal) On-Trac Construction Associates Inc (L.S.)
Principal
By: _____

(Seal) Hudson Insurance Company
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Nassau ss:

On this 7th day of June, 2018, before me personally came Ignazio Artale to me known, who, being by me duly sworn did depose and say that he resides at 88-60 Myrtle Ave., Glendale, NY 11385 that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Mary A. Price

Notary Public or Commissioner of Deeds

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056603
Qualified in Nassau County
Commission Expires 08/04/22

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.

Surety Acknowledgment

State of New York }
} ss:
County of Nassau }

On this 7th day of June, 2018, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company 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, and 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 the Standing Resolutions thereof.

My commission expires

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5055603
Qualified in Nassau County
Commission Expires 3/[illegible]/22

Notary Public

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2017

ASSETS

Bonds	$	155,043,337
Real estate		0
Cash on hand and on deposit		237,549,751
Reinsurance Receivable		214,728,200
FIT recoverable (including net deferred tax asset)		15,498,582
Aggregate write-ins for other than invested assets		262,624,155
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		67,910,804
Stocks		221,689,678
Other Assets		29,023,160
	$	1,204,067,667

LIABILITIES & SURPLUS

Losses	$	170,789,608
Loss adjustment expense		20,204,975
Other expenses		22,094,979
Unearned premiums		61,593,073
Ceded reinsurance premiums payable		413,483,706
Payable to parent, subsidiaries and affiliates		436,869
Commissions payable, contingent commissions and other similar charges		11,547,351
Other Liabilities		75,533,307
	$	775,683,868
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		127,403,464
Surplus as regards policyholders	$	428,383,799
	$	1,204,067,667

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2017.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of March, 2018.

Min Huang
Senior Vice President and
Chief Financial Officer

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

HICNE-10-202-0122

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 19th day of August, 2014 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

By: Christopher T. Suarez
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 7th day of June, 2018.

(Corporate Seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Form PerfA 10 8 2010 (v1)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2018

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	CONTACT NAME: James Cafarelli
Cafarelli Insurance Agency 1030 Jericho Turnpike Smithtown NY 11787	PHONE (A/C, No, Ext): (631)543-6363 FAX (A/C, No): (631)543-4891 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
On-Trac Construction Associates Inc. 86-40 122nd Street 2nd floor Richmond Hill NY 11418	INSURER A: TRAVELERS INDEM CO OF CONN	25682
	INSURER B: TRAVELERS INDEM CO	25658
	INSURER C: RLI Ins. Co.	13056
	INSURER D: PHOENIX INS CO	25623
	INSURER E: ShelterPoint Life Insurance Company	81434
	INSURER F: National Surety Corporation.	

COVERAGES **CERTIFICATE NUMBER:** CL1762205938 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CO7E872335	7/15/2017	7/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GCBA1	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA-7E869853-17	7/15/2017	7/15/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BFPLS	$ 1,000,000 $ $ $ $ 1
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			RXL0806102	7/15/2017	7/15/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB7E827561-17	7/15/2017	7/15/2018	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Disability Benefits			D488680	7/15/2017	7/15/2018	Statutory	
F	Umbrella Liab			SHX00058053356	7/15/2017	7/17/2018	Each Occ/Agg $15,000,000	

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

The following are included as additional insured as per written contract:City of New York, including its officials and employees; the City University of New York; The State of New York; The Dormitory Authority of the State of New York; persons or organizations required by contract;

CERTIFICATE HOLDER

ACCO's Office, Insurance Unit
30-30 Thomson Avenue
4th FL
NY, 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

James Cafarelli/KELVE

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.

James Cafarelli - Cafarelli Insurance Agency

[Name of broker or agent (typewritten)]

1030 Jericho Turnpike Smithtown NY 11787

[Address of broker or agent (typewritten)]

kathy@cafarelliagency.com

[Email address of broker or agent (typewritten)]

631-543-6363 Fx 631-543-4891

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

[Signature of authorized official or broker or agent]

Principal JAMES CAFARELLI

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

State of NY)
) ss:
County of Suffolk)

Sworn to before me this

30th day of May, 2018

BARRI S. ELKINS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01EL6357693
Qualified in Suffolk County
Commission Expires April 24, 2021

Barri S Elkins

NOTARY PUBLIC FOR THE STATE OF NY

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
ON TRAC CONSTRUCTION ASSOCIATES INC

86-40 122ND STREET 2ND FLOOR
RICHMOND HILL, NY 11418

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

1b. Business Telephone Number of Insured
718-441-6717

1c. Federal Employer Identification Number of Insured or Social Security Number
203600444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
ACCO's Office, Insurance Unit
30-30 Thomson Avenue
4th fl
NY NY 11101

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL488680

3c. Policy effective period
07/15/2017 to 07/14/2019

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 5/15/2018 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

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 my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
On-Trac Construction Associates Inc. 86-40 122nd Street 2nd floor Richmond Hill NY 11418 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	(718)441-6717 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 203600444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ACCO's Office, Insurance Unit 30-30 Thomson Avenue 4th FL NY, NY 11101	3a. Name of Insurance Carrier THE PHOENIX INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box "1a" DTNUB-7E82756-1-17 3c. Policy effective period 07-15-17 to 07-15-18 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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 Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation 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 Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: James Cafarelli
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: James Cafarelli 5/15/2018
(Signature) (Date)

Title: Agent of Record

Telephone Number of authorized representative or licensed agent of insurance carrier: 631-543-6363

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.

2. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.45

(Local #78)

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

Boilermaker (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.43
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $30.84

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $32.13
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $32.57

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.82
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $34.29

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.53
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $36.03

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.23
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $37.76

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.93
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $39.51

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $40.63
Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: $41.22

(Local #5)

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

Bricklayer (First 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.35

(Bricklayer District Council)

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

Carpenter (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: $32.52

Carpenter (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
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: $32.52

Carpenter (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
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: $32.52

Carpenter (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
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: $32.52

(Carpenters District Council)

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

Cement Mason (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.25

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $21.08

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $21.90

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: $17.00
Supplemental Benefit Rate Per Hour: $10.75

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: $22.10
Supplemental Benefit Rate Per Hour: $15.13

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: $27.20
Supplemental Benefit Rate Per Hour: $15.63

(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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $32.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: $32.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $32.52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $32.52

(Carpenters District Council)

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

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $13.50
Supplemental Benefit Rate per Hour: $12.12
Overtime Supplemental Rate Per Hour: $13.01

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $12.37
Overtime Supplemental Rate Per Hour: $13.29

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $12.63
Overtime Supplemental Rate Per Hour: $13.58

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $15.00
Supplemental Benefit Rate per Hour: $12.88
Overtime Supplemental Rate Per Hour: $13.87

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $13.14
Overtime Supplemental Rate Per Hour: $14.16

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $13.39
Overtime Supplemental Rate Per Hour: $14.44

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $13.64
Overtime Supplemental Rate Per Hour: $14.73

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $13.90
Overtime Supplemental Rate Per Hour: $15.02

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $14.15
Overtime Supplemental Rate Per Hour: $15.31

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $14.41
Overtime Supplemental Rate Per Hour: $15.59

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $14.66
Overtime Supplemental Rate Per Hour: $15.88

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $14.92
Overtime Supplemental Rate Per Hour: $16.17

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $15.17
Overtime Supplemental Rate Per Hour: $16.45

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $15.43
Overtime Supplemental Rate Per Hour: $16.75

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $16.19
Overtime Supplemental Rate Per Hour: $17.60

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $16.44
Overtime Supplemental Rate Per Hour: $17.89

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $19.54
Overtime Supplemental Rate Per Hour: $21.01

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $19.80
Overtime Supplemental Rate Per Hour: $21.30

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $21.85
Overtime Supplemental Rate Per Hour: $23.60

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $22.10
Overtime Supplemental Rate Per Hour: $23.89

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: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $28.24

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $29.72

Elevator (Constructor) - Second Year

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $28.67

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $30.15

Elevator (Constructor) - Third Year

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $29.52

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $31.03

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $30.37

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $31.91

(Local #1)

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

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.33

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $29.80

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.74

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $30.23

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $29.58

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.09

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2016 - 3/16/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $30.42

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.95

(Local #1)

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

Engineer - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $24.28
Supplemental Benefit Rate per Hour: $23.41

Engineer - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $30.35
Supplemental Benefit Rate per Hour: $23.41

Engineer - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $33.38
Supplemental Benefit Rate per Hour: $23.41

Engineer - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $36.41
Supplemental Benefit Rate per Hour: $23.41

(Local #15)

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

Operating Engineer - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $20.85

Operating Engineer - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $20.85

Operating Engineer - Third Year

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $14.14

Glazier (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $23.77

Glazier (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $26.73

Glazier (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $32.14

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $21.17
Supplemental Benefit Rate per Hour: $17.99

House Wrecker - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.32
Supplemental Benefit Rate per Hour: $17.99

House Wrecker - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.97
Supplemental Benefit Rate per Hour: $17.99

House Wrecker - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.53
Supplemental Benefit Rate per Hour: $17.99

(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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $37.90

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $39.06

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $40.23

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $42.57

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $44.90

(Local #580)

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

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $25.85
Supplemental Benefit Rate per Hour: $48.35

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.45
Supplemental Benefit Rate per Hour: $48.35

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $27.05
Supplemental Benefit Rate per Hour: $48.35

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

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

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $38.63

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $38.63

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $38.63

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $38.63

(Local #731)

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

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.10

Mason Tender - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $19.10

Mason Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.15

Mason Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.15

(Local #79)

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

Metallic Lather (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.01
Supplemental Benefit Rate per Hour: $17.95

Metallic Lather (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $17.95

Metallic Lather (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $33.21
Supplemental Benefit Rate per Hour: $17.95

(Local #46)

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

Millwright (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $28.33
Supplemental Benefit Rate per Hour: $34.28

Millwright (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $33.48
Supplemental Benefit Rate per Hour: $37.88

Millwright (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $38.63
Supplemental Benefit Rate per Hour: $42.13

Millwright (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $27.55
Supplemental Benefit Rate per Hour: $18.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $29.19
Supplemental Benefit Rate per Hour: $18.20

(Local #1010)

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

Painter - Brush & Roller - First Year

Effective Period: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $12.38

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $17.64
Supplemental Benefit Rate per Hour: $12.78

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $16.23

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $22.05
Supplemental Benefit Rate per Hour: $16.63

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $19.14

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $26.46
Supplemental Benefit Rate per Hour: $19.54

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $34.00
Supplemental Benefit Rate per Hour: $24.52

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $35.28
Supplemental Benefit Rate per Hour: $24.92

(District Council of Painters)

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

Metal Polisher (First Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $11.75
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $13.00
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $15.91

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $16.39

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $18.36

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $19.44

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $21.61

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.69

(Local #530)

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

Plasterer Tender - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.10

Plasterer Tender - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $19.10

Plasterer Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.15

Plasterer Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.15

(Local #79)

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

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $2.96

Plumber - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $24.07
Supplemental Benefit Rate per Hour: $13.21

Plumber - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.17
Supplemental Benefit Rate per Hour: $13.21

Plumber - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $29.02
Supplemental Benefit Rate per Hour: $13.21

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $30.42
Supplemental Benefit Rate per Hour: $13.21

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $42.49
Supplemental Benefit Rate per Hour: $13.21

(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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.52
Supplemental Benefit Rate per Hour: $12.10

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $27.89
Supplemental Benefit Rate per Hour: $16.75

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $33.98
Supplemental Benefit Rate per Hour: $19.50

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.80
Supplemental Benefit Rate per Hour: $20.35

(Bricklayer District Council)

ROOFER

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

Roofer - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.35

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $23.54

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.70

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $29.11

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $33.96

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $36.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $13.95

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $15.83

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $17.72

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $19.60

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $26.23

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $28.24

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $30.98

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $33.06

Sign Erector - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $35.15

Sign Erector - Sixth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $37.22

(Local #137)

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

Steamfitter - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

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

Drywall Taper - First Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $32.33

Timberperson - Second Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $32.33

Timberperson - Third Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $32.33

Timberperson - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $32.33

(Local #1536)

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for ***EACH HOUR WORKED*** unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.93
Supplemental Benefit Rate per Hour: $46.24

Blaster (Hydraulic)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $45.78
Supplemental Benefit Rate per Hour: $46.24

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.12
Supplemental Benefit Rate per Hour: $46.24

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $39.31
Supplemental Benefit Rate per Hour: $46.24

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $38.23
Supplemental Benefit Rate per Hour: $46.24

Blaster - Powder Carriers

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $34.20
Supplemental Benefit Rate per Hour: $46.24

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.88
Supplemental Benefit Rate per Hour: $46.24

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.10
Supplemental Benefit Rate per Hour: $46.24

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $17.80
Supplemental Benefit Rate per Hour: $46.24

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: 7/1/2016 - 12/31/2016
Wage Rate per Hour: $53.36
Supplemental Benefit Rate per Hour: $42.33
Supplemental Note: For time and one half overtime - $62.88 For double overtime - $83.42

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

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $52.59

Supplemental Benefit Rate per Hour: $30.00

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $46.28

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday

Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $51.63
Supplemental Benefit Rate per Hour: $48.65

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
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $44.80

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $42.48
Supplemental Benefit Rate per Hour: $23.00
Supplemental Note: $25.75 on Saturdays; $28.50 on Sundays & Holidays

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

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $16.00
Supplemental Note: $17.25 on Saturdays; $18.50 on Sundays & Holidays

Overtime Description
Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.72
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $37.82
Supplemental Benefit Rate per Hour: $24.00

Core Driller Helper

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $30.17
Supplemental Benefit Rate per Hour: $24.00

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $27.15
Supplemental Benefit Rate per Hour: $24.00

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $24.14
Supplemental Benefit Rate per Hour: $24.00

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $21.12
Supplemental Benefit Rate per Hour: $24.00

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents ($0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.48
Supplemental Benefit Rate per Hour: $50.00
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $51.42 - For work performed in Staten Island.

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct $1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $65.38
Supplemental Benefit Rate per Hour: $48.65

Diver Tender (Marine)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $46.44
Supplemental Benefit Rate per Hour: $48.65

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
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $51.63
Supplemental Benefit Rate per Hour: $48.65

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
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.15
Supplemental Benefit Rate per Hour: $43.39
Supplemental Note: Over 40 hours worked: at time and one half rate - $18.44; at double time rate - $24.58

Driver - Tractor Trailer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $41.46
Supplemental Benefit Rate per Hour: $43.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $16.65; at double time rate - $22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $42.03
Supplemental Benefit Rate per Hour: $43.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $16.65; at double time rate - $22.20

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $36.30
Supplemental Benefit Rate per Hour: $40.02
Supplemental Note: Over 40 hours worked: time and one half rate $13.90, double time rate $18.53

Overtime Description
For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $51.86

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $54.35

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $81.00
Supplemental Benefit Rate per Hour: $55.24

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $84.00
Supplemental Benefit Rate per Hour: $57.86

Electrician "A" (Day Shift)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $51.86

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $54.35

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $81.00
Supplemental Benefit Rate per Hour: $55.24

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $84.00
Supplemental Benefit Rate per Hour: $57.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: $63.36
Supplemental Benefit Rate per Hour: $59.01

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $65.71
Supplemental Benefit Rate per Hour: $61.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $95.04
Supplemental Benefit Rate per Hour: $62.98

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $98.57
Supplemental Benefit Rate per Hour: $66.05

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $70.97
Supplemental Benefit Rate per Hour: $65.05

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $73.60
Supplemental Benefit Rate per Hour: $68.33

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $106.46
Supplemental Benefit Rate per Hour: $69.50

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: $110.40
Supplemental Benefit Rate per Hour: $72.95

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $25.14 and effective 5/11/17 $25.67.

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: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $21.85
First and Second Year "M" Wage Rate Per Hour: $23.50
First and Second Year "M" Supplemental Rate: $19.54

Effective Period: 5/11/2017 - 6/30/2017
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

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: 7/1/2016 - 5/10/2017
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $23.60
First and Second Year "M" Wage Rate Per Hour: $35.25
First and Second Year "M" Supplemental Rate: $21.01

Effective Period: 5/11/2017 - 6/30/2017
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

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2016 - 3/9/2017
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $15.47
Supplemental Note: $13.97 only after 8 hours worked in a day

Effective Period: 3/10/2017 - 6/30/2017
Wage Rate per Hour: $32.40
Supplemental Benefit Rate per Hour: $16.10

Supplemental Note: $14.60 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2016 - 5/17/2017
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $53.69

Effective Period: 5/18/2017 - 6/30/2017
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $56.26

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2016 - 5/17/2017
Wage Rate per Hour: $40.93
Supplemental Benefit Rate per Hour: $40.12

Effective Period: 5/18/2017 - 6/30/2017
Wage Rate per Hour: $41.54
Supplemental Benefit Rate per Hour: $41.02

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2016 - 5/17/2017
Wage Rate per Hour: $35.05
Supplemental Benefit Rate per Hour: $36.11

Effective Period: 5/18/2017 - 6/30/2017
Wage Rate per Hour: $35.58
Supplemental Benefit Rate per Hour: $36.89

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: 7/1/2016 - 3/16/2017
Wage Rate per Hour: $60.96
Supplemental Benefit Rate per Hour: $32.65

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate per Hour: $62.64
Supplemental Benefit Rate per Hour: $34.25

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: 7/1/2016 - 3/16/2017
Wage Rate per Hour: $47.91
Supplemental Benefit Rate per Hour: $32.51

Effective Period: 3/17/2017 - 6/30/2017
Wage Rate per Hour: $49.14
Supplemental Benefit Rate per Hour: $34.11

Overtime Description
For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $65.94
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $105.50

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $63.98
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $102.37

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $60.69
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $97.10

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills

of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $63.68
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $101.89

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $83.66
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $133.86

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $42.01
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $67.22

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.11
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $68.98

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $57.42
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $91.87

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $39.70
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $63.52

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.54
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $69.66

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $31.47
Supplemental Benefit Rate per Hour: $20.15
Supplemental Note: Overtime Benefit Rate - $27.65 per hour (time & one half) $35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $46.69
Supplemental Benefit Rate per Hour: $32.15
Supplemental Note: Overtime Benefit Rate - $44.90 per hour (time & one half) $57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $68.09
Supplemental Benefit Rate per Hour: $33.54
Supplemental Note: Overtime benefit rate - $46.86 per hour (time & one half), $60.18 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $49.98
Supplemental Benefit Rate per Hour: $33.54
Supplemental Note: Overtime benefit rate - $46.86 per hour (time & one half), $60.18 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $41.93
Supplemental Benefit Rate per Hour: $33.54
Supplemental Note: Overtime benefit rate - $46.86 per hour (time & one half), $60.18 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: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $49.59
Supplemental Benefit Rate per Hour: $33.04
Supplemental Note: Overtime benefit rate - $46.11 per hour (time & one half), $59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2016 - 6/30/2017
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $73.90
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $118.24

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $76.51
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $122.42

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $78.96
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $126.34

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $77.07
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $123.31

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $75.55
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $120.88

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $71.78
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $114.85

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $57.96
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $92.74

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.98
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $56.70

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $68.25
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $109.20

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $62.73
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $100.37

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $48.73
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $77.97

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $72.53
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $116.05

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $70.24
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $112.38

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $67.16
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $107.46

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.27

Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $72.43

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $64.13
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $102.61

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $64.63
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $103.41

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $92.76
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $148.42

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $71.78
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $114.85

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $69.91
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $111.86

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $59.14
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $94.62

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $76.73
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.62
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $61.31
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $79.54
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Shift Wage Rate: $127.26

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $76.43
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $122.29

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.34
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $72.54

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.17
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $69.07

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $63.12
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $47.26

Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $71.85
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $76.12
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $70.13
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $69.39
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $55.17
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
For New House Car projects Wage Rate per Hour $44.02

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.45
Supplemental Benefit Rate per Hour: $37.84
Supplemental Note: Supplemental Benefit Overtime Rate: $46.84

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $127,628. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.78
Supplemental Benefit Rate per Hour: $20.14

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $57.78
Supplemental Benefit Rate per Hour: $38.96

Overtime Description
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of $1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $36.33
Supplemental Benefit Rate per Hour: $27.77

House Wrecker - Tier B

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $25.56
Supplemental Benefit Rate per Hour: $20.45

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.75
Supplemental Benefit Rate per Hour: $49.57
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $49.50
Supplemental Benefit Rate per Hour: $69.74
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $41.00
Supplemental Benefit Rate per Hour: $38.63

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING
(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $14.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $14.55

Groundperson

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $14.55

Tree Remover / Pruner

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $14.55

Watering - Plant Maintainer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $14.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: $52.32
Supplemental Benefit Rate per Hour: $37.64

Effective Period: 1/1/2017 - 6/30/2017
Wage Rate per Hour: $52.74
Supplemental Benefit Rate per Hour: $38.67

Marble Finisher

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: $41.11
Supplemental Benefit Rate per Hour: $35.91

Effective Period: 1/1/2017 - 6/30/2017
Wage Rate per Hour: $41.46
Supplemental Benefit Rate per Hour: $36.64

Marble Polisher

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: $37.49
Supplemental Benefit Rate per Hour: $27.80

Effective Period: 1/1/2017 - 6/30/2017
Wage Rate per Hour: $37.93
Supplemental Benefit Rate per Hour: $28.33

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $37.55
Supplemental Benefit Rate per Hour: $29.04

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $22.95

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $25.38

Supplemental Benefit Rate per Hour: $17.27

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.53
Supplemental Benefit Rate per Hour: $42.67
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $51.50
Supplemental Benefit Rate per Hour: $52.41

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $46.52
Supplemental Benefit Rate per Hour: $39.84
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $50.86 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.91
Supplemental Benefit Rate per Hour: $39.83
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $50.85 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.91
Supplemental Benefit Rate per Hour: $39.83
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $50.85 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: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $26.62
Supplemental Note: $31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $44.10
Supplemental Benefit Rate per Hour: $27.02
Supplemental Note: $ 31.65 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2016 - 4/30/2017
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $26.62
Supplemental Note: $ 31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017
Wage Rate per Hour: $47.10
Supplemental Benefit Rate per Hour: $27.02
Supplemental Note: $ 31.65 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $28.88
Supplemental Benefit Rate per Hour: $6.96

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $29.83
Supplemental Benefit Rate per Hour: $6.96

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.38
Supplemental Benefit Rate per Hour: $6.96

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to amaximumof eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.32
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $12.32
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; New Hire Rate (0-3 months) - $0.00

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $49.00
Supplemental Benefit Rate per Hour: $36.08

Painter - Power Tool

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $55.00
Supplemental Benefit Rate per Hour: $36.08

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.58
Supplemental Benefit Rate per Hour: $30.73
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.35
Supplemental Benefit Rate per Hour: $38.95

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $41.48
Supplemental Benefit Rate per Hour: $38.95

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.95
Supplemental Benefit Rate per Hour: $38.95

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.35
Supplemental Benefit Rate per Hour: $38.95

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $42.06
Supplemental Benefit Rate per Hour: $38.95

Overtime Description
If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Shift Rates
When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.93
Supplemental Benefit Rate per Hour: $28.10

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.
The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $37.55
Supplemental Benefit Rate per Hour: $29.04

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $65.67
Supplemental Benefit Rate per Hour: $29.28
Supplemental Note: Overtime supplemental benefit rate per hour: $58.28

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $52.56
Supplemental Benefit Rate per Hour: $23.40

Overtime Description
Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $39.42
Supplemental Benefit Rate per Hour: $14.19

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $45.47
Supplemental Benefit Rate per Hour: $21.26

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $63.52
Supplemental Benefit Rate per Hour: $22.91

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $50.04
Supplemental Benefit Rate per Hour: $26.15

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.70
Supplemental Benefit Rate per Hour: $30.17

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $47.70
Supplemental Benefit Rate per Hour: $46.45
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $38.16
Supplemental Benefit Rate per Hour: $46.45

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $43.25
Supplemental Benefit Rate per Hour: $24.41
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $28.33
Supplemental Benefit Rate per Hour: $3.04

Shipyard Mechanic - Second Class

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.18
Supplemental Benefit Rate per Hour: $2.80

Shipyard Laborer - First Class

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $20.45
Supplemental Benefit Rate per Hour: $2.74

Shipyard Laborer - Second Class

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $14.36
Supplemental Benefit Rate per Hour: $2.50

Shipyard Dockhand - First Class

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $22.70
Supplemental Benefit Rate per Hour: $2.82

Shipyard Dockhand - Second Class

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $16.01
Supplemental Benefit Rate per Hour: $2.57

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $46.85
Supplemental Benefit Rate per Hour: $48.57

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $55.50
Supplemental Benefit Rate per Hour: $54.29
Supplemental Note: Overtime supplemental benefit rate: $107.84

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $42.18
Supplemental Benefit Rate per Hour: $44.08

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **$55.50**
Supplemental Benefit Rate per Hour: **$54.29**
Supplemental Note: Overtime supplemental benefit rate: $107.84

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **$42.18**
Supplemental Benefit Rate per Hour: **$44.08**

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $39.50
Supplemental Benefit Rate per Hour: $15.06

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $32.46
Supplemental Benefit Rate per Hour: $13.53

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $26.89
Supplemental Benefit Rate per Hour: $12.26

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $23.08
Supplemental Benefit Rate per Hour: $11.31

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $19.14
Supplemental Benefit Rate per Hour: $10.43

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $9.46

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.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $51.08
Supplemental Benefit Rate per Hour: $38.10

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2016 - 12/27/2016
Wage Rate per Hour: $47.32
Supplemental Benefit Rate per Hour: $22.68

Effective Period: 12/28/2016 - 6/30/2017
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.

Shift Rates
Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.35
Supplemental Benefit Rate per Hour: $13.19
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $40.69
Supplemental Benefit Rate per Hour: $30.58

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $52.68
Supplemental Benefit Rate per Hour: $34.48

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $46.99
Supplemental Benefit Rate per Hour: $48.26

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $60.97
Supplemental Benefit Rate per Hour: $50.72

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $58.86
Supplemental Benefit Rate per Hour: $49.03

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $57.78
Supplemental Benefit Rate per Hour: $48.16

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: $56.74
Supplemental Benefit Rate per Hour: $47.25

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $56.74
Supplemental Benefit Rate per Hour: $47.25

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $49.69
Supplemental Benefit Rate per Hour: $44.69

Blasters (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $58.19
Supplemental Benefit Rate per Hour: $48.68

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $55.69
Supplemental Benefit Rate per Hour: $46.61

All Others (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $51.45
Supplemental Benefit Rate per Hour: $43.13

Microtunneling (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: $44.55
Supplemental Benefit Rate per Hour: $37.29

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

DDC STANDARD GENERAL CONDITIONS

FOR SINGLE CONTRACT PROJECTS

No Text

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
TABLE OF CONTENTS

NO TEXT

SECTION 01 10 00
SUMMARY

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Addendum to the General Conditions: These General Conditions include and are supplemented by the Addendum to the General Conditions (the "Addendum"). The Addendum includes the following: (1) schedules referred to in these General Conditions (Schedule A through F), (2) information regarding the applicability of various articles, and (3) amended articles, if any.

1.2 SUMMARY:

A. This section includes the following:

1. Scope and Intent
2. Provisions Referenced in the Contract
3. Performance of Work During Non-Regular Work Hours (Pursuant to a Change Order)
4. Interruption of Services at Existing Facilities

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SCOPE AND INTENT:

A. Description of Project: Refer to the Addendum for a description of the project.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B

B. LEED: The City of New York will seek U.S. Green Building Council (USGBC) LEED (Leadership in Energy and Environmental Design) certification for this Project as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS" and the Addendum to the General Conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 C

C. COMMISSIONING: The project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, and the Addendum to the General Conditions. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

D. PROGRESS SCHEDULE: Refer to Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION for requirements of the project.

E. COMPLETION OF WORK: Work to be done under the Contract is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.

F. OMISSION OF DETAILS: All work called for in the Specifications applicable to the Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall be deemed included in the total Contract Price.

G. WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS: Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor. The cost of such work shall be deemed included in the total Contract Price.

H. SILENCE OF THE SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used and interpretation of the Specifications shall be made upon that basis.

I. CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS: Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the work unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of the bid as to what shall govern.

1.5 CONTRACT DRAWINGS AND SPECIFICATIONS:

A. SCHEDULE C - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum. Such drawings referred to in the Contract, and in the applicable Specifications for the Contract, bear the general title:

City of New York
Department of Design and Construction
Division of Public Buildings

B. DOCUMENTS FURNISHED TO THE CONTRACTOR - After the award of the Contract, the Contractor will be furnished with five (5) complete sets of paper prints of all Contract Drawings mentioned in Paragraph A above, as well as a copy of the Specifications.

C. ADDITIONAL COPIES of Drawings and Specifications, when requested, will be furnished to the Contractor if available.

D. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by the Commissioner.

E. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefore to the Contractor shall be subject to the terms of the Contract. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings.

F. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.

G. COPIES TO SUBCONTRACTORS - The Contractor shall furnish each of its subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

1.6 COORDINATION:

A. COORDINATION AND COOPERATION - The Contractor shall consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by trade subcontractors, so that the Contractor may become acquainted with the work of the project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.

B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

Refer to Division I Section 01 33 00 – SUBMITAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

The Contractor shall prepare, execute and manage a "Dust Control Plan" for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY 13-01 et. seq.

1.10 PROVISIONS REFERENCED IN THE CONTRACT:

A. SCHEDULE A - Various Articles of the Contract refer to requirements set forth in Schedule A of the General Conditions. Schedule A, which is included in the Addendum, sets forth (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the Contract.

B. EXTENSION OF TIME - Applications for Extensions of Time, as indicated in Article 13 of the Contract, shall be made in accordance with the Rules of the Procurement Policy Board.

C. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CONTRACT – In order to better insure the availability of materials, fixtures and equipment when needed for the work, the Commissioner may authorize partial payment for certain materials, fixtures and equipment, prior to their incorporation in the work, but only in strict accordance with, and subject to, all the terms and conditions set forth in the Specifications, unless an alternate method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment.

1. The Contractor shall submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased for which the Contractor needs to be paid prior to their actual incorporation in the work. The request shall be accompanied by a schedule of the types and quantities of materials, and shall state whether such materials are to be stored on or off the site.

2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.

3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the work, without the approval of the Resident Engineer.

4. INSURANCE

   a. STORAGE OFF-SITE – Where the materials are stored off the site and until such time as they are incorporated in the work, the Contractor shall fully insure such materials against any and all risks of destruction, damage or loss including but not limited to fire, theft, and any other casualty or happening. The policy of insurance shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall deliver the original and one (1) copy of such policy or policies marked "Fully Paid" to the Commissioner.

   b. STORAGE ON THE SITE – Where the materials are stored at the site, the Contractor shall furnish satisfactory evidence to the Commissioner that they are properly insured against loss, by endorsements or otherwise, under the policy or policies of insurance obtained by the Contractor to cover losses to materials owned or installed by the Contractor. The policy of insurance shall cover fire and extended coverage against windstorm, hail, explosion and riot attending a strike, civil commotion, aircraft, vehicles and smoke.

5. All costs, charges and expenses arising out of the storage of such materials, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no

increase in the Contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.

6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.

7. In the event that the whole or any part of these materials are lost, damaged or destroyed in advance of their satisfactory incorporation in the work, the Contractor, at the Contractor's own cost, shall replace such lost, damaged or destroyed materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the funds actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the amount paid to the Contractor for such lost, damaged or destroyed materials.

8. Should any of the materials paid for the City hereunder be subsequently rejected or incorporated in the work in a manner or by a method not in accordance with the Contract Documents, the Contractor shall remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.

9. Payments for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents, and the Contractor always retains and must comply with the Contractor's duty to deliver to the site and properly incorporate in the work only materials which comply with the Contract Documents.

10. The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the work and their proper incorporation in the work in accordance with the Contract Documents.

11. The Contractor shall comply with all laws and the regulations of any governmental body or agency pertaining to the priority purchase, allocation and use of the materials.

12. When requesting payment for such materials, the Contractor shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).

13. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the work, the Commissioner, at the Commissioner's option, may waive the requirements of Paragraph 12 provided the Contractor furnishes evidence in the form of an affidavit from the Contractor in quadruplicate, and such other proof as the Commissioner may require, that the Contractor is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in Paragraph 12 hereof, within seven (7) days after receipt of payment therefore from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full, shall preclude the Contractor from payments under the Contract.

14. The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off the site, at the end of each preceding estimate period; the amount removed for incorporation in the work; the quantity and value of materials delivered during the current period and the total value of materials on hand for which payment thereof will be included in the current payment estimate.

15. Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of title as required under Paragraph 12 or Paragraph 13 hereof, payment will be made therefore to the extent of 85%, provided however, that the cost so verified, established and approved shall not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Article 41 of the Contract; if it does, the City will pay only 85% approved estimated cost.

16. Upon the incorporation in the work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the work pursuant to Article 42 of the Contract, less any sums paid pursuant to Paragraph 15 herein.

D. MOBILIZATION PAYMENT – A line item for mobilization shall be allowed on the Contractor's Detailed Bid Breakdown submitted in accordance with Article 41 of the Contract. The Mobilization Payment is intended to include the cost of required bonds, insurance coverage and/or any other expenses required for the initiation of the Contract Work. All costs for mobilization shall be deemed included in the total Contract Price. The Detailed Bid Breakdown shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount		**Percent**		**Mobilization**
Less than - $ 50,000	x	0	=	0
$ 50,000 - $ 100,000	x		=	$ 6,000
$ 100,001 - $ 500,000	x	6	=	$ 6,000 (min) - $ 30,000 (max)
$ 500,000 - $ 2,500,000	x	5	=	$ 30,000 (min) - $ 125,000 (max)
Over - $ 2,500,000	x	4	=	$ 125,000 (min) - $ 300,000 (max)

The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:

1. Installation of any required field office(s).
2. Submission of all required insurance certificates and bonds.
3. Approval by the Department of Design and Construction of the coordinated progress schedule for the project and the Contractor's Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

E. ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING: The Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel in Non-Road Vehicles, and the implementation of Best Available Technology (BAT), as set forth in Article 5.4 of the Contract. Such reports shall be submitted in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.11 PERFORMANCE OF WORK DURING NON-REGULAR WORK HOURS:

A. NON-REGULAR WORK HOURS: The Commissioner may issue a change order in accordance with Article 25 of the Contract which (1) directs the Contractor to perform the Work, or specific components thereof, during other than regular work hours (i.e., evenings, weekends and holidays), and (2) provides compensation to the Contractor for costs in connection with the performance of Work during other than regular work hours. The Commissioner may issue a change order if a delay has occurred and such delay is not the fault of the Contractor, or if the work is of such an important nature that delay in completing such work would result in serious disadvantage to the public.

B. PROCEDURE: The Contractor shall (1) obtain whatever permits may be required for performance of the work during other than regular business hours, and (2) pay all necessary fees in connection with such permits. In addition, if directed by the Commissioner, the Contractor shall make immediate application to the Commissioner of the Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.

1.12 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:

A. EVENING AND WEEKEND WORK - Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) shall be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question.

1 Where weekend or evening work is required due to unavoidable service shutdowns, such work shall be performed at no extra cost to the City. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.

B. INTERRUPTION OF EXISTING FACILITIES:

1 The Contractor shall not interrupt any of the services of the facility nor interfere with such services in any way without the permission of the Commissioner. Such interruption or interferences shall be made as brief as possible, and only at such time stated.

2 Under no circumstances shall the Contractor, its subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of the Commissioner.

3 Unnecessary noise shall be avoided at all times and necessary noise shall be reduced to a minimum.

4 Toilet facilities, water and electricity must be operational at all times (i.e. 24/7). No services of the facility can be interrupted in any way without the permission of the Commissioner. Careful coordination of all work with the Resident Engineer must be done to maintain the operational level of the project personnel at the facility.

5 The Contractor shall schedule the work to avoid noise interference that will affect the normal functions of the facility. In particular, construction operations producing noises that are objectionable to the functions of the facility must be scheduled at times of day or night, day of the week, or weekend, which will not interfere with personnel at the facility. Any additional cost resulting from this scheduling shall be borne by the Contractor.

6 The Contractor shall arrange to work continuously, including evening and weekend hours, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing facility.

7 The Contractor shall give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.2 SUMMARY:

A. This Section includes administrative provisions for coordinating construction operations on the Project including without limitation the following.

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. This section includes the following:

1. Definitions
2. Coordination
3. Submittals
4. Administrative and Supervisory Personnel
5. Project Meetings
6. Requests for Interpretation (RFI's)
7. Correspondence
8. Contractor's Daily Reports
9. Alternate and Substitute Equipment

C. RELATED SECTIONS: include without limitation the following:

1. Section 01 10 00 SUMMARY
2. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
3. Section 01 33 00 SUBMITTALS
4. Section 01 35 26 SAFETY REQUIREMENTS
5. Section 01 73 00 EXECUTION REQUIREMENTS
6. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

7. Section 01 77 00 PROJECT CLOSEOUT PROCEDURES

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 COORDINATION:

A. Coordination: The Contractor shall coordinate its construction operations, including those of its subcontractors, with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor shall coordinate the various operations required by different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence in order to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. The Contractor shall prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda shall include required notices, reports, and meeting minutes as applicable.

C. Administrative Procedures: The Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of its subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include without limitation the following:

1. Preparation of Contractor's Construction Schedule.
2. Installation and removal of temporary facilities and controls.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Pre-installation conferences..
6. Startup and adjustment of systems.
7. Project closeout activities.

D. Conservation: The Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

E. Salvaged Items, Material and/or Equipment: The Specifications may identify certain items, materials or equipment which must be salvaged by the Contractor and handled or disposed of as directed. The Contractor shall comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

1.5 SUBMITTALS:

A. Submit shop drawings, product data, samples etc. in compliance with Section 01 33 00, SUBMITTAL PROCEDURES.

B. Coordination Drawings: The Contractor shall prepare applicable Coordination Drawings in compliance with the requirements for Coordination Drawings in Section 01 33 00, SUBMITTAL PROCEDURES.

C. Safety Plan in compliance with Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES.

D. Waste Management Plan in compliance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

E. Key Personnel Names: Within 15 days after the Notice to Proceed, the Contractor shall submit a list of key personnel assignments of the Contractor and its subcontractors, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in case of the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

2. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work. Include special personnel required for coordinating all operations by its subcontractors.

1.6 PROJECT MEETINGS:

A. General: The Resident Engineer will hold regularly scheduled construction progress meetings at the site, at which time the Contractor and appropriate subcontractors shall have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer shall preside over these meetings.

1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractors and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Resident Engineer will summarize the discussion in a brief written statement, and the Contractor will then dictate a brief statement for the record.

2. Coordination: In addition to construction progress meetings called by the Resident Engineer, the Contractor shall hold regularly scheduled meetings for the purpose of coordinating; expediting and scheduling the work in accordance with the master coordinated Job Progress Chart. The Contractor and its subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor, be held at the same place and immediately following the project meetings held by the Resident Engineer. Minutes of these meetings shall be recorded, typed and printed by the Contractor and distributed to all parties concerned.

B. PRECONSTRUCTION KICK-OFF MEETING:

1. The Resident Engineer will schedule a preconstruction kick-off meeting either at DDC's main office or at the Project site to review responsibilities and personnel assignments and clarify the

role of each participant. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.

2. Attendees: Authorized representative of the Client Agency; Design Consultant; the Contractor and its superintendents, subcontractor(s) and their superintendent(s); LEED sub-consultant and Commissioning Authority /Agent (CxA) as applicable and other concerned parties. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Contract Work.
3. Agenda: Includes without limitation the following as applicable:
   a. Establishing construction schedule
   b. Schedule for regular construction meetings
   c. Phasing
   d. Critical work sequencing and long-lead items
   e. Designation of key personnel and their duties
   f. Reviewing Application for Payment and Change Order Procedures
   g. Procedures for Requests for Information (RFIs.)
   h. Review Permits and Approval requirements
   i. Review all recent Administrative Code reporting requirements relating to the project, (i.e. LL 77, LL86 etc.)
   j. Procedures for testing and inspecting
   k. Reviewing special conditions at the Project site
   l. Distribution of the Contract Documents
   m. Submittal procedures
   n. Safety Procedures
   o. LEED requirements
   p. Commissioning Requirements
   q. Preparation of Record Documents
   r. Historic Treatment requirements
   s. Use of the premises
   t. Work restrictions
   u. Client Agency occupancy requirements
   v. Responsibility for temporary facilities, services and controls
   w. Construction Waste Management and Disposal
   x. Indoor Air Quality Management Plan
   y. Dust Mitigation Plan
   z. Office, work, and storage areas
   aa. Equipment deliveries and priorities
   bb. Security
   cc. Progress cleaning
   dd. Working hours

C. CONSTRUCTION PROGRESS MEETINGS:

1. The Resident Engineer will schedule and conduct construction progress meetings at bi-weekly intervals or as otherwise determined. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.
2. Attendees:
   a. Design Consultant and applicable sub-consultants
   b. Client Agency Representative
   c. Representatives from the Contractor, sub-contractor(s), suppliers or other entities involved in the current progress, planning, coordination or future activities of the Work
   d. Other appropriate DDC personnel, DDC consultants and concerned parties
3. Agenda: Includes without limitation the following:
   a. Review the Construction Schedule and progress of the Work. Determine if the Work is on time, ahead of schedule or behind schedule. Determine actions to be taken to maintain or accelerate the schedule
   b. Review and approve prior meeting minutes and follow up open issues
   c. Coordinate work between each subcontractor
   d. Sequence of Operations
   e. Status of submittals, deliveries and off-site fabrication
   f. Status of inspections and approvals by governing agencies
   g. Temporary facilities and controls
   h. Review Site Safety
   i. Quality and work standards
   j. Field observations
   k. Status of correction of deficient items
   l. RFI's
   m. Pending changes
   n. Status of outstanding Payments and Change Orders
   o. LEED requirements including Construction Waste Management, Indoor Air Quality Plan, Dust Mitigation and Commissioning
   p. Status of Administrative Code reporting requirements related to the project

1.7 REQUESTS FOR INFORMATION (RFI):

A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, the Contractor shall prepare and submit an RFI in the form specified by the Resident Engineer.

1. RFI shall originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFI in a prompt manner to the Resident Engineer so as to avoid delays in Contractor's work or work of its subcontractors.
3. RFI Log: The Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer.

4. On receipt of responses and action to the RFI, the Contractor shall update the RFI log and immediately distribute the RFI response to affected parties. Review response(s) and notify the Resident Engineer immediately if the Contractor disagrees with response(s).

1.8 CORRESPONDENCE:

Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

The Contractor shall prepare and submit Daily Construction Progress Reports as outlined in Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for establishing an effective base line schedule for the project and documenting the progress of construction during performance of the Work by developing, revising as necessary, various documents including but not limited to the following:

1. Baseline Construction Schedule.
2. Composite Schedule for entire project
3. Recovery Composite Schedule
4. Revised and/or updated Composite Schedule
5. Submittals Schedule.
6. Daily construction reports.
7. Material location reports.
8. Field condition reports.
9. Special reports.

B. RELATED SECTIONS: include without limitation the following:

1. Section 01 10 00 SUMMARY
2. Section 01 32 22 PHOTOGRAPHIC DOCUMENTATION
3. Section 01 33 00 SUBMITTAL PROCEDURES
4. Section 01 40 00 QUALITY REQUIREMENTS

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Baseline Construction Schedule:
A horizontal bar chart type schedule (Microsoft Project OR similar program) listing all the activities and their duration for entire contract duration OR construction period, including logical ties and interrelations between the activities necessary for the timely and successful completion of the project. Critical path activities shall be clearly marked. The Baseline construction schedule is a preliminary schedule that must be reviewed and approved by the Resident Engineer.

D. Composite Schedule:
A composite horizontal bar chart type schedule (Microsoft Project OR similar program) listing all activities to be performed by the Contractor and its subcontractors, the duration of each activity including logical ties and interrelations between activities, and the sequence of each of necessary activities for the timely and successful completion of the project within the stipulated contract duration. Critical path activities shall be clearly marked. The Composite schedule must be signed and submitted by the Contractor within thirty (30) calendar days after the date established for commencement of the Contract, unless otherwise directed. The Composite Schedule must be reviewed and approved by the Resident Engineer.

E. Recovery Composite Schedule: A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order.

A Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions. In such case special attention must be given to keep the delays as minimum as possible and must establish the nature of efforts such as extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties.

Such schedule must be prepared and submitted within Five (5) calendar days of request by the Resident Engineer. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

F. Revised and/or Updated Composite Schedule:

A Baseline construction schedule OR Composite Schedule OR Recovery Composite Schedule for the project that shows the actual duration of all the completed activities, including duration of and the reasons for delays, if any has occurred, AND revisions to all remaining activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined activities. Any such revisions should be shown on the row just below the approved schedule of the respective activity so that revisions can be compared.

The Revised and/or updated Composite Schedule must be reviewed and approved by the Resident Engineer.

G. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

H. Event: The starting or ending point of an activity.

I. Fragment: A part of the activity that breaks down activities into smaller activities for greater detail.

J. Milestone: A key or critical point in time for reference or measurement.

K. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

PART II – PRODUCTS

2.1 BASELINE CONSTRUCTION SCHEDULE:

A. The Contractor shall prepare a Baseline horizontal bar-chart-type construction schedule for the project. Submit the Baseline Construction Schedule to the Resident Engineer within (15) fifteen calendar days after the date established for commencement of the Contract, unless directed otherwise. The Baseline Schedule must be reviewed and approved by the Resident Engineer.

1. Provide a separate time bar for each significant construction activity. Coordinate each activity on the schedule with other construction activities for proper interrelationship & sequence.
2. Duration: The duration of each activity on the schedule besides installation must clearly show required duration of filing for permits, inspections, testing, approvals, shop drawings and materials submittals and approvals, fabrication, delivery, phasing for each construction activity.
3. Schedule shall be time-scaled in not more than weekly increments, with the dates of the first day (Monday) of each week indicated.
4. Completion of all the project activities shall be indicated in advance of the date established for completion of the Contract, allowing time for required inspection and punch list work.
5. Clearly show time bar for all the tasks, to be completed before start of physical work of scheduled activities, including but not limited to obtaining required permit, subcontractor approval, submission and approval of shop drawings, field verification, time for fabrication and delivery, testing of materials and/or samples, preparation and approval of mock-up sample, curing, pre-testing of soil, pre-testing of equipment - including start up, testing & adjusting, filing for inspection by regulatory agencies, training, final use, etc. required to maintain orderly progress of the activity. A special consideration must be given to those activities requiring early approvals because of long lead-time for manufacture or fabrication.
6. Phasing: Arrange all activities in proper sequence to reflect requirements for phased completion, work by other entities, work by the City, City furnished items, coordination with existing work, limitations arising due to continued occupancies, non-interruptible services, partial completion for occupancy, site restrictions, provisions for future work, seasonal variations, environmental control, and similar conditions of the project.
7. Arrange all activities and/or show interrelationship and logical sequence of all activities, determine and mark all critical path activities including any phasing reflecting actual project condition.
8. Keep at least two blank horizontal bars between all activities for recording actual progress and submitting Revised Schedule as defined in Sub-Section 1.3 G
9. If necessary a new revised schedule shall be prepared in the same manner as outlined above.

2.2 COMPOSITE SCHEDULE FOR THE PROJECT:

A. The Contractor shall prepare a Composite Schedule based on the approved Baseline Schedule Such schedule shall indicate graphically and chronologically the start and completion of each and every activity, including all the pre-activity and post activity tasks. Keep at least two blank horizontal bars between all activities for recording actual progress and/or revisions.

1. If necessary the Contractors shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by the Contractor within (30) thirty calendar days after the date established for commencement of the Contract, unless directed otherwise. The Composite Schedule must be reviewed and approved by the Resident Engineer.

2.3 RECOVERY COMPOSITE SCHEDULE:

A. A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order. A Recovery Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions, must be developed and submitted within (5) five calendar days of the request by the Resident Engineer. Such Recovery Composite Schedule shall include all information as defined in Article 1.3 F and shall be prepared in the same manner as outlined in Sub-Sections 2.1 and 2.2. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

2.4 REVISED AND/OR UPDATED COMPOSITE SCHEDULE:

A. The Contractor shall revise and/or update the approved Composite Schedule as directed. The Revised schedule shall be prepared in the same manner as outlined above in Sub-Sections 2.1 and 2.2.

B. The Contractor shall mark actual progress, delays, work stoppage etc. in the row just below the approved schedule for the respective activity so that revisions can be compared.

C. Such schedule also shall indicate graphically and chronologically any revisions to the start and completion of the remaining activities including revisions to all the pre-activity and post activity tasks for all subcontractors.

D. If necessary, the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Revised Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by the Contractor within Five (5) calendar days of request by the Resident Engineer. The Revised Composite Schedule must be reviewed and approved by the Resident Engineer.

2.5 SUBMITTALS SCHEDULE:

A. Preparation: The Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

B. SCHEDULE F: Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum. At the kick-off meeting, the Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, the Contractor must complete information on Schedule F concerning the submission date, the required delivery date and the fabrication time. For all required submittals of shop drawings and material samples, the Schedule F provided by the Contractor must indicate a submission date which is at least 20 business days prior to the date of the manufacture of the item or materials to be installed. In addition, if so directed by the Commissioner, the Schedule F provided by the Contractor must indicate a submission date for shop drawings and/or material samples of specified items or materials which is within 60 business days after the kick-off meeting. In the event of any conflict between the Specifications and Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.

C. Review: The Resident Engineer will review the Schedule F submitted by Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Consultant, Contractor and others within DDC as he/she deems appropriate.

2.6 REPORTS:

A. Daily Construction Reports: The Contractor shall submit to the Resident Engineer written Daily Construction Reports at the end of each work day, recording basic information such as the date, day, weather conditions, and contract days passed, remaining contract duration/days and the following information concerning the Project.

Information: The reports shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendents signature. Each report shall contain the following information:

1. List of name of Contractor, subcontractors, their work force in each category, and details of activities performed.
2. The type of materials and/or major equipment being installed by the Contractor and/or by each subcontractor.
3. The major construction equipment being used by the Contractor and/or subcontractors.
4. Material and Equipment deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events.
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings
11. Emergency procedures.
12. Orders and/or requests of authorities having jurisdiction.
13. Approved Change Orders received and implemented.
14. Field Orders and Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial Completions and occupancies.
18. Substantial Completions authorized.

NOTE: If there is NO ACTIVITY at site, a daily report indicating so and the reason for no activity at the site must be submitted.

B. Material Location Reports: The contractor shall submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report shall include a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit a Request For Information (RFI) form with a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.7 SPECIAL REPORTS:

A. Accident report, incident report, special condition report for the conditions out of control of any party involved with the project effecting project progress, explaining impact on the project schedule and cost if any.

PART III – EXECUTION (Not Used)
END OF SECTION 01 32 00

No Text

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 33

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract]

1.2 SUMMARY:

A. This Section includes the following:
1. Photographic Media
2. Construction Photographs
3. Pre-construction Photographs
4. Periodic Construction Progress Photographs
5. Special Photographs
6. DVD Recordings
7. Final Completion Construction Photographs

B. RELATED SECTIONS: include without limitation the following:

1.	Section 01 10 00	SUMMARY
2.	Section 01 33 00	SUBMITTAL PROCEDURES
3.	Section 01 35 91	HISTORIC TREATMENT PROCEDURES
4.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
5.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

C. PHOTOGRAPHER - The Contractor shall employ and pay for the services of a professional photographer who shall take photographs showing the progress of the work for all Contracts.

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SUBMITTALS:

A. Qualification Data: For photographer.

B. Key Plan: With each Progress Photograph Submittal include a key plan of Project site and building with notation of vantage points marked for location and direction of each image. Indicate location, elevation or story of construction. Include same label information as corresponding set of photographs.

C. Construction Progress Photograph Prints: Take Progress Photographs bi-weekly and submit four color prints of each photographic view for each trade to the Resident Engineer. Such photographs shall be included in each monthly progress report or as otherwise directed by the Resident Engineer.

D. Construction Photograph Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.

E. Digital Images: If Digital Media is used, submit a complete set of digital color image electronic files on CD-ROM with each submittal of prints. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.

1.5 QUALITY ASSURANCE:

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.6 COORDINATION:

A. The Contractor and its subcontractor(s) shall cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

A. The Contractor shall include the provisions set forth below in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this section. The Contractor shall submit to the Resident Engineer a copy of its agreement with the Photographer.

B. Any photographs, images and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

C. Any photographs, images and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Photographer hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Photographer shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Photographer for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Photographer a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

D. The Photographer acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Photographer shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

E. The Photographer represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Photographer has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches (60 by 60 mm).

B. Digital Images:

1. Construction Progress Images: Color images in JPEG format with minimum sensor size of 1.3 megapixels.

2. Presentation Quality Images: Provide Color images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 with 8"x10" original capture at 300 dpi or greater.

C. Prints:

1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte color prints on single-weight commercial-grade stock paper, with 1inch wide margins and punched for standard 3-ring binder.

2. Identification: On the front of each photograph affix a label in the margin with Project name and date photograph was taken. On the back of each print, provide an applied label or rubber-stamped impression with the following information:
   a. Project Contract I.D. Number.
   b. Project Contract Name.
   c. Name of Contractor. (and Subcontractor Trade Represented)
   d. Subject of Image Taken.
   e. Date and time photograph was taken if not date stamped by camera.
   f. Description of vantage point, indicating location, direction and other pertinent information.
   g. Unique sequential identifier.
   h. Name and address of photographer.

PART III – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS:

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location and direction of view.

B. Film Images:

1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Commissioner.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in filename for each image.

2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

A. Before commencement of Contract work at the site, take color photographs of Project site and surrounding properties, including existing structures or items to remain during construction, from different vantage points, as directed by the Resident Engineer.

1. Flag applicable excavation areas and construction limits before taking construction photographs.

2. Take photographs of minimum eight (8) views to show existing conditions adjacent to property before starting the Work.

3. Take applicable photographs of minimum eight (8) views of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

4. Take additional photographs as required or directed by the Resident Engineer to record settlement or cracking of adjacent structures, pavements, and improvements.

B. Demolition Operations: Take photographs as directed by the Resident Engineer of minimum of eight (8) views each before commencement of demolition operations, at mid-point of operations and at completion of operations.

C. Pre-Demolition Photographs: Take archival quality color photographs, to include all exterior building facades, of all structures at the Project site designated to be fully demolished or removed in compliance with NYC Building Code requirements. Submit four (4) complete sets of pre-demolition photographs, in the format specified herein, to the Resident Engineer for submission to the Department of Buildings.

3.3 PERIODIC CONSTRUCTION PROGRESS PHOTOGRAPHS:

A. Take photographs of minimum eight (8) views bi-weekly as directed by the Resident Engineer of construction progress for each contract trade. Select vantage points to show status of construction and progress since last photographs were taken.

3.4 SPECIAL PHOTOGRAPHS:

A. The photographer shall take special photographs of subject matter or events as specified in other sections of the Project Specifications from vantage points specified or as otherwise directed by the Resident Engineer.

B. Historical Elements: As required in Section 01 35 91, HISTORIC TREATMENT PROCEDURES, for Contract work at designated landmark structures or sites the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, shall take images of existing elements scheduled to be removed for replacement, repair or replication in quantities as directed, including post-construction photographs of completed work as directed by the Commissioner.

1. Take Presentation Quality Photographs of designated landmark structures as directed by the Commissioner for submission to the New York City Landmarks Preservation Commission. Provide a minimum of four color photographic prints of each view as directed.

3.5 DVD RECORDING:

A. When DVD Recording of Demonstration and Training sessions is required for Non-Commissioned projects the Contractor shall provide the services of a Videographer as indicated in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:

A. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. Submit four (4) sets of each view of Presentation Quality photographic prints including negatives and/or digital images electronic file.

END OF SECTION 01 32 33

No Text

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART I – GENERAL:

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Coordination Drawings, Catalogue Cuts, Material Samples and other submittals required by the Contract Documents.

B. Review of submittals does not relieve the Contractor of responsibility for any Contractor's errors or omissions in such submittals, nor from responsibility for complying with the requirements of the Contract.

C. Responsibility of the Contractor: The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.

D. This Section includes the following:
1. Definitions
2. Submission Procedures
3. Coordination Drawings
4. LEED Submittals
5. Ultra Low Sulfur Diesel Fuel Reporting
6. Construction Photographs and DVD Recordings
7. As-Built Documents

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
D.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
G.	Section 01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or

combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Submittals: Written and graphic information that requires responsive actions and includes without limitation all shop drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.

D. Informational Submittals: Written information that does not require responsive action. Submittals may be rejected for non-compliance with the Contract.

E. Shop Drawings: Include drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the project by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.

F. Coordination Drawings: As required in Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.

G. Product Data and Quality Assurance Submittals: Includes manufacturer's standard catalogs, pamphlets and other printed materials including without limitation the following:

1. Catalogue and Product specifications
2. Installation instructions
3. Color charts
4. Catalog cuts
5. Rough-in diagrams and templates
6. Wiring diagrams
7. Performance curves
8. Operational range diagrams
9. Mill reports
10. Design data and calculations
11. Certification of compliance or conformance
12. Manufacturer's instructions and field reports

1.5 COORDINATION DRAWINGS:

A. The Contractor shall provide reproducible Coordination Drawing(s) of the reflective ceiling showing the integration of all applicable contract work, including general construction work as well as trade work (Plumbing, HVAC, and Electrical) to be performed by subcontractors. The Coordination Drawing(s) shall include, without limitation, the following information:
   1. General Construction work showing the reflective ceiling plan including starting points, ceiling and beam soffits elevations, ceiling heights, roof openings, etc.
   2. HVAC Contract work showing ductwork, heating and sprinkler piping, location of grilles, registers etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column centerlines and/or walls.
   3. Plumbing Contract work including piping, valves, cleanouts etc., indicating locations and elevations and shall indicate the necessary access doors.
   4. Electrical Contract work indicating fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.

B. The Contractor shall issue the completed Coordination Drawing(s) to the Resident Engineer for his/her review. The Resident Engineer may call as many meetings as necessary with the Contractor, including

attendance by applicable subcontractors, and may call on the services of the Design Consulting where necessary, to resolve any conflicts that become apparent.

C. Upon resolution of any conflicts, the Contractor shall provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) shall be signed and dated by the Contractor to indicate acceptance of the arrangement of the work.

D. A reproducible copy of the Master Coordination Drawing(s) shall be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.

E. Shop Drawings shall not be submitted prior to acceptance of the final coordinated drawings and shall be prepared in accordance with the Master Coordination Drawing(s). No work will be permitted without accepted Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

1.6 SUBMITTAL PROCEDURES:

A. Refer to Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS and Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS for additional submittal requirements involving electrical and mechanical work or equipment of any nature called for the project.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activities, with the Submittal Schedule specified in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
3. The Commissioner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: The Submittals Schedule is set forth in Schedule F, which is included in the Addendum.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Design Consultant.
3. Include the following minimum information on label for processing and recording action taken:
   a. Project name, DDC Project Number and Contract Number
   b. Date
   c. Name and address of Design Consultant
   d. Name and address of Contractor
   e. Name and address of subcontractor
   f. Name and address of supplier
   g. Name of manufacturer
   h. Submittal number or other unique identifier, including revision identifier
   i. Number and title of appropriate Specification Section
   j. Drawing number and detail references, as appropriate
   k. Location(s) where product is to be installed, as appropriate
   l. Other necessary identification

E. Transmittal:

1. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form in triplicate. Transmittals received from sources other than the

Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

2. Transmittal Form: Provide locations on form for the following information:

   a. Project name, DDC Project number and Contract Number
   b. Date
   c. Destination (To:)
   d. Source (From:)
   e. Names of Contractor, subcontractor, manufacturer, and supplier
   f. Category and type of submittal
   g. Submittal purpose and description
   h. Specification Section number and title
   i. Drawing number and detail references, as appropriate
   j. Transmittal number, numbered consecutively
   k. Submittal and transmittal distribution record
   l. Remarks
   m. Signature of transmitter

F. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking and Returning all Shop Drawings shall be, generally, as follows:

   a. The Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractor to determine dimensions and conditions in the field, particularly with reference to coordination between the trade subcontractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Design Consultant in accordance with the requirements of these General Conditions. The Contractor shall also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol "sub" be used to identify the source of the correction or information that has been added.

      The Contractor shall:

      1. Review and be responsible to the Commissioner, for information shown on its subcontractor's Shop and Installation drawings and manufacturers' data, and also for conformity to Contract Documents.
      2. "Ring Up" corrections made on all submissions for approval, so as to be readily seen, and that the symbol "GC", "PL", "HVAC" or "EL" be used to indicate that the correction and/or information added was made by the Contractor and/or its subcontractor(s).
      3. Clearly designate which entity is to perform the work when the term, "work by others" or other similar phrases are indicated on the Contract Drawings before submission to the Design Consultant.
      4. Stamp submissions "Recommended for Acceptance", date and forward to the Design Consultant.

2. The Contractor shall promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications, Schedule F of the Addendum or as required. These Shop Drawings shall be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings shall be accurate and distinct and give all the dimensions required for the fabrication, erection and installation of the work.

3. Size of Drawings: The Shop Drawings, unless otherwise directed, shall be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.

4. Scope of Drawings: Shop Drawings shall be numbered consecutively and shall accurately and distinctly represent all aspects of the work, including without limitation the following:

   a. All working and erection dimensions
   b. Arrangements and sectional views
   c. Necessary details, including performance characteristics, and complete information for making necessary connections with other work
   d. Kinds of materials including thickness and finishes
   e. Identification of products
   f. Fabrication and installation drawings
   g. Roughing-in and setting diagrams
   h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
   i. Shop work manufacturing instructions
   j. Templates and patterns
   k. Schedules
   l. Design calculations
   m. Compliance with specified standards
   n. Notation of coordination requirements
   o. Notation of dimensions established by field measurement
   p. Relationship to adjoining construction clearly indicated
   q. Seal and signature of professional engineer if specified
   r. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
   s. All other information necessary for the work and/or required by the Commissioner

5. Titles and Reference: Shop Drawings shall be dated and contain:
   a. Name of the Project, DDC Project Number and Contract Number
   b. The descriptive names of equipment, or materials covered by the Contract Drawings and the classified item number or numbers, if any, under which it is, or they are required
   c. The locations or points and sequence at which materials, or equipment, are to be installed in the work
   d. Cross references to the section number, detail number and paragraph number of the Contract Specifications
   e. Cross references to the sheet number, detail number, etc., of the Contract Drawings

6. Field Measurements: In addition to the above requirements, the Shop Drawings shall be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing shall be stamped with the following wording:

   FIELD MEASUREMENTS: The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, which said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

7. Contractor's Statement with Submittal: Any Submittal by the Contractor for acceptance, including without limitation, all dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the work or any part thereof, must be accompanied by a statement that the Submittal has been examined by the Contractor and that everything shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If there is any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, the Contractor shall, in its statement, list and clearly describe each such discrepancy.

   Acceptance will be given based upon the Contractor's representation that what is shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If

the Contractor's statement indicates any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, such change is subject to review and prior written acceptance by the Design Consultant. In addition, such change may require a change order in accordance with Article 25 of the Contract. In the event any such change is approved, any additional expense or increased cost in connection with the change is the sole responsibility of the Contractor.

8. Submission of Shop Drawings:

   a. Initial Submission: The Contractor shall submit seven (7) copies of each Shop Drawing to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be stamped "No Exceptions Taken", be dated and distributed by the Design Consultant as follows:
      1) Two (2) copies thereof will be returned to the Contractor by letter
      2) Three (3) copies of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DDC
      3) One copy will be retained by the Design Consultant
      4) One copy will be forwarded / retained by sub-consultant(s) as appropriate

      Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.

   b. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each shop drawing to the Design Consultant. The Contractor shall revise and resubmit the Shop Drawing as required by the Design Consultant until the Shop Drawings are stamped "No Exceptions Taken". However, Shop Drawings which have been stamped "Make Corrections Noted" shall be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.

   c. Commencement of Work: No work or fabrication called for by the Shop Drawings shall be done until the acceptance of the said drawings by the Design Consultant is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other subcontractors shall be transmitted to the subcontractors so affected. [These accepted Shop Drawings shall be distributed to the affected subcontractors when required with a copy of the transmittal to the Resident Engineer.]

   d. Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

G. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified in Sub-Section 1.6 F, Shop Drawings.

2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

3. Mark each copy of each submittal to show which products and options are applicable.

4. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

5. Submit Product Data before or concurrent with Samples.

6. Submission of Product Data:

   a. Initial Submission: The Contractor shall submit seven (7) sets of Product Data to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Product Data to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory catalogue cut will be stamped "No Exception Taken", be dated and distributed as follows:

      1) Two (2) copies thereof will be returned to the Contractor by letter

      2) Three (3) copies of the Product Data and copy of the transmittal letter to the Contractor will be forwarded to DDC

      3) One copy will be retained by the Design Consultant

      4) One copy will be forwarded / retained by sub-consultant(s) as appropriate

      Should the Product Data be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return one (1) set of such Product Data to the Contractor with the necessary corrections and changes to be made indicated and one (1) set to DDC.

7. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor shall revise and resubmit the Product Data as required by the Design Consultant until the submission is stamped "No Exceptions Taken" by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.

H. Samples of Materials:

1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.

2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.

3. Each of the samples shall be labeled as follows:

   a. Name of the Project, DDC Project Number and Contract Number
   b. Name and quality of the material
   c. Date

d. Name of Contractor, subcontractor, manufacturer and supplier
e. Related Specification or Contract Drawing reference to the samples submitted

4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.

5. Transportation charges to the Design Consultant's office must be prepaid on all samples forwarded.

6. Samples for testing purposes shall be as required in the Specifications.

7. Samples on Display: When samples are specified to be equal to approved product, they shall be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.

8. Timely Submissions Log/Schedule: Samples shall be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials shall be furnished equal in every respect to the accepted samples.

9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the project.

10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.

11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.

12. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.

13. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard shall be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information shall include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 1.5 herein.

C. Number of Copies: Submit FOUR (4) copies of LEED submittals, in accordance with procedure described in Article 1.5 herein, unless otherwise indicated.

D. Material Safety Data Sheets (MSDSs) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Design Consultant's review for LEED compliance.

1. Designated LEED submittals that include non-LEED MSDS data will not be reviewed. The entire submittal will be returned for re-submission.

E. Product Cut Sheets and/or Shop Drawings for LEED Certification: Provide product cut sheets and/or shop drawings with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project. For detailed requirements refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINALE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

A. Submit construction progress photographs and DVD recordings in accordance with requirements of Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION

1.10 AS-BUILT DOCUMENTS:

A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 35 03
GENERAL MECHANICAL REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 03

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. The General Mechanical Requirements contained herein shall be followed by the Contractor, as well as its subcontractor for HVAC work. This Section sets forth the General Requirements applicable to mechanical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS
D. Section 01 42 00 REFERENCES
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. CONCEALED PIPING AND DUCTS -: shall mean piping and ducts hidden from sight in masonry or other construction, in floor fill, trenches, partitions, hung ceilings, furred spaces, pipe shafts and in service tunnels not used for passage. Where piping and ducts run in areas that have hung ceilings, such piping and ducts shall be installed in the hung ceilings. For work on existing piping any insulation on such existing piping is to be tested for asbestos and abated, if found to be positive by a certified asbestos contractor. Such testing and abatement shall occur prior to the performance of any work on these pipes.

1.5 SUBMITTALS:

A. INTENT OF MECHANICAL CONTRACT DRAWINGS – Mechanical Contract Drawings are in part diagrammatic and show the general arrangement of the equipment, ducts and piping included in the Contract and the approximate size and location of the equipment.

B. The Contractor shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The Contractors shall submit, as directed, Mechanical Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.

2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate shop drawings with related trades prior to submission.

3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.

4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

1.6 ACCESSIBILITY:

All work shall be installed by the Contractor so as to be readily accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they shall not be made without approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

Wherever field conditions are such that for proper execution of the work, reasonable changes in location of piping, ducts and equipment are necessary and required, the Contractor shall make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

Piping, ducts and equipment shall be thoroughly cleaned by the Contractor of all dirt, cuttings and other foreign substances. Should any pipe, duct or other part of the several systems be obstructed by any foreign matter, the Contractor will be required to pay for disconnecting, cleaning and reconnecting wherever necessary for the purpose of locating and removing obstructions. The Contractor shall pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts and equipment the Contractor shall pay special attention during this task so as not to disturb the insulation on such piping, ducts or equipment.

1.9 STANDARDIZATION OF SIMILAR EQUIPMENT:

Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures shall be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

A. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.

B. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the New York City Construction Codes for average concrete.

C. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.

D. Drawings and calculations shall be submitted for review and acceptance in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1.11 ELIMINATION OF NOISE:

A. All systems and/or equipment provided under the Contract shall operate without objectionable noise or vibration.

B. Should operation of any one or more of the several systems produce noise or vibration which is, in the opinion of the Commissioner, objectionable, the Contractor shall at its own expense make changes in piping, equipment, etc. and do all work necessary to eliminate objectionable noise or vibration.

C. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from systems and/or equipment installed under the Contract, the Contractor shall at its own expense install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of this noise or vibration.

1.12 PRELIMINARY FIELD TEST:

As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall make, preliminary field tests of the equipment to ascertain compliance with the requirements of the Contract. If the preliminary field tests disclose equipment that does not comply with the Contract, the Contractor shall, prior to the acceptance test, make all changes, adjustments and replacements required.

1.13 INSTRUCTIONS ON OPERATION:

At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time called for in the Specifications.

1.14 CERTIFICATES:

On completion of the work, the Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered. See General Comments regarding problems with specifying items required for substantial completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03

No Text

SECTION 01 35 06
GENERAL ELECTRICAL REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section sets forth the General Requirements applicable to electrical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Project Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.

B. This Section includes the following:

1. Procedure for Electrical Approval
2. Submittals
3. Electrical Installation Procedures
4. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
5. Electrical Wiring Devices
6. Electrical Conductors and Terminations
7. Circuit Protective Devices
8. Distribution Centers
9. Motors
10. Motor Control Equipment
11. Schedule of Electrical Equipment

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 33 00	SUBMITTAL PROCEDURES
C.	Section 01 35 03	GENERAL MECHANICAL REQUIREMENTS
D.	Section 01 42 00	REFERENCES
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. WIRING: means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).

B. POWER WIRING: means wiring from a panel board or other specified source to a starter (if required) then to a disconnect (if required), then to the final point of usage such as a motor, unit or device.

C. CONTROL and/or INTERLOCK WIRING: means that wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a temperature, smoke, pressure, float,

etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.

D. RIGID STEEL CONDUIT: shall mean rigid steel, heavy wall conduit that is hot dipped galvanized inside and outside. The conduit shall meet the requirements of the latest edition, as amended, of the "Standard for Rigid Steel Conduit" of the Underwriters' Laboratories, Inc. Unless otherwise specified in the Specifications or indicated on the Contract Drawings, rigid steel conduit shall be used for all exposed work, for all underground conduits in contact with earth and for fire alarms systems, as required by the New York City Construction Codes.

E. ELECTRICAL METALLIC TUBING (EMT): shall mean industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system shall be compatible for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT shall meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing of the Underwriters Laboratories Inc." EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.

F. FLEXIBLE METALLIC CONDUIT (FMC): Shall mean a conduit made through the coiling of a self-interlocking ribbed strip of aluminum or steel, forming a hollow tube through which wires can be pulled. For final connections to motors and motorized equipment, not more than a 4' - 0" length of flexible conduit may be used. For watertight installations, this conduit shall be of a watertight type, attached with watertight glands or fittings for final connections from outlet box to recessed lighting fixtures and in locations only where specifically permitted by the Specifications or Contract Drawings.

1.5 PROCEDURE FOR ELECTRICAL APPROVAL:

This Sub-Section sets forth General Electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in the work of other trade subcontractors.

A. ELECTRIC SERVICE: The electric service supply is subject to commercial and operating variation of the utility company. Proper provision shall be made to have all apparatus operate normally under these conditions.

B. ACCEPTANCE: Acceptance and approval of the work will be contingent upon the inspection and test of the installation by the City regulatory agency.

C. TESTS: The Contractor shall notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the work tests shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall furnish all labor and material for such tests. Should the tests show that any of the material, appliances or workmanship is not first class or not in compliance with the Contract, the Contractor on written notice shall remove and promptly replace them with other materials in conformity with the Contract.

D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): The Contractor must file prior to requesting a substantial completion inspection a Certificate of Inspection issued by B.E.C. On completion of the work the Contractor shall obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES.

E. RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT:

1. The Contractor furnishing any equipment shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.

2. After delivery and before and after installation, the Contractor shall protect all equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for work, which is not immediately installed. If any equipment has been subject to possible injury by water, it shall be thoroughly dried out and put through a special dielectric test as directed by the Commissioner, at the expense of the Contractor or replaced by the Contractor without additional cost to the City.

F. UNIFORMITY OF EQUIPMENT: Any two (2) or more pieces of equipment, apparatus or materials of the same kind, type or classification which are intended to be used for identical types of service, shall be made by the same manufacturer.

1.6 SUBMITTALS:

A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:

1. The Contractor shall submit to the Commissioner for approval, in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, installation layouts showing all details and locations and including all schedules, and descriptions and supplementary data to comprise complete working drawings and instructions for the performance of the work. A description of the operation of the equipment and controls shall be included. A letter, in triplicate, shall accompany each submittal.

2. The Contractor shall submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, duplicate samples of such materials and appliances as may be requested by the Commissioner for approval. These samples shall be properly tagged for identification and submitted for examination and test. After the samples are approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner's representative for inspection use. After the Contract is completed, the second set of samples will be returned to the Contractor.

B. TIMELINESS: All material shall be submitted in accordance with the submittal schedule in sufficient time for the progress of construction. Failure to promptly submit acceptable samples and dimensional drawings of equipment will not be accepted as grounds for an extension of time. The Commissioner may decline to consider submittals unless all related items are submitted at the same time.

C. CONTRACTOR'S STATEMENT WITH SUBMITTALS: Contractor shall submit statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

D. BULLETINS AND INSTRUCTIONS: The Contractor shall furnish and deliver to the Commissioner in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS and Section 01 77 00, CLOSEOUT PROCEDURES, after acceptance of the work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 ELECTRICAL INSTALLATION PROCEDURES:

This Sub-Section sets forth the General Installation Procedure that shall apply to all electrical work and electrical equipment appearing in the Contract.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INTENT OF CONTRACT DOCUMENTS: The Drawings and Specifications are to be interpreted as a means of conveying the scope and intent of the work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor shall provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits Working or Shop Drawings for approval to DDC. Whenever there are two (2) or more methods to complete project work within the Contract scope, the Commissioner reserves the right to choose that method which, in the Commissioner's opinion, will afford the most satisfactory performance, lasting qualities, and accessibility for repairs, even though this selection is the most costly.

B. SCHEMATIC PLANS – APPROXIMATE LOCATIONS: Conduits and wiring are shown on the plans for diagrammatic purposes only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the work, to furnish and install all hangers and pull-boxes, including any special pull-boxes found necessary to overcome interferences, and to facilitate the pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are only approximate and are to be definitively established when equipment Shop Drawings are submitted and approved by DDC during construction.

C. SLEEVES: required for conduits passing through walls or floors, shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12 inches in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and shall extend one (1) inch above finished floor.

D. COORDINATION: The Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its work in ample time before project construction operations obstruct its work. The Contractor is to consult all other Contract Drawings, as well as approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions and errors in the electrical installation.

E. RESTORATION: If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface shall be repaired or replaced by the Contractor. The Contractor shall be held responsible for corrective restoration due to its cutting or drilling, and for any damage to the project or its contents caused by the Contractor or the Contractor's workers. If any piercing of waterproofing occurs because of the installation of the work, the Contractor shall restore the waterproofing, at its own expense, to the satisfaction of the Commissioner.

F. ELECTRICAL WORK AT SITE: The Contractor furnishing equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other work required to be done on this unit in the field, shall be borne by the Contractor, without additional cost to the City.

G. COOPERATION AMONG SUBCONTRACTORS: Whenever an electrically operated unit or system involves the combined work of several subcontractors for its installation and successful operation, the

Contractor shall require each subcontractor to exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET):

This Sub-Section sets forth the requirements applying to the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall be interpreted to mean, rigid steel, heavy wall, threaded conduit.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INSTALLATIONS AND APPLICATIONS:

1. Unless otherwise specified or indicated on the Contract Drawings, conduit runs shall be installed concealed in finished spaces.
2. CONDUIT SIZES: The sizes of conduit shall be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. UNDERGROUND STEEL CONDUITS: Unless otherwise specified, all underground steel conduits in contact with earth shall be encased by the Contractor who installs them, in a covering of not less than two (2) inches of an approved concrete mixture. Concrete mix shall be one (1) part cement to four and one-half (4 ½) parts of fine and coarse aggregate.
6. EXCAVATION RESTORATION PERMITS: When installing underground conduits, duct banks or manholes the Contractor shall perform the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the work, the Contractor shall provide adequate crossovers, protective barriers, lamps, flags, etc., to safeguard traffic and the public. When the work is in a public highway or street, the Contractor shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. EXPOSED CONDUIT SUPPORTS: Exposed conduit shall be supported by Galvanized hangers with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five (5) feet.
8. Exposed conduit shall be installed parallel or at right angles to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.

9. The conduit shall be installed with an approved expansion joint:

   a. Wherever the conduit crosses a building expansion joint the Contractor will be held responsible for determining where the building expansion joints are located.

   b. Every 200 feet, when in straight runs of 200 feet or longer.

10. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entries into floating slabs are not permitted.

11. Conduit installed in pipe shafts shall be properly supported to carry the total weight of the raceway system complete with cable. In addition at least one (1) horizontal brace per 10 ft. section shall be provided to assure stability of the raceway system.

12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.

13. CONDUIT BENDS: shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two (2) inch in diameter or larger shall be made with an hydraulic or power pipe bender. The radius of the inner edge of any bend shall not be less than six (6) times the internal diameter of the conduit where rubber covered conductors are to be installed, and not less than 10 times the internal diameter of the conduit where lead covered conductors are to be used. Long gradual sweeps will be required, rather than sharp bends, when changes of direction are necessary.

14. EMPTY CONDUITS

   a. TESTS: All conduits and ducts required to be installed and left empty shall be tested for clear bore and correct installation by the Contractor using a ball mandrel and a brush and snake before the installation will be accepted. The ball shall be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel shall be cleared at once with the Contractor bearing all costs, such as chopping concrete, to replace the defective conduit and restore the surface to its original condition.

   b. TAGS: Numbers or letters shall be assigned to the various conduit runs, and as they test clear they shall be identified by a fiber tag not less than 1-¼ inch width, attached by means of a nylon cord. All conduit terminations in panel, splice or pull boxes as well as those out of the floor or ceiling shall be tagged.

   c. TEST RECORDS: As the conduit runs clear, a record shall be kept under the heading of "Empty Conduit Tested, Left Clear, Tagged and Capped" showing conduit designation, diameter, location, date tested and by whom. When complete, this record shall be signed by the Resident Engineer and submitted in triplicate for approval. This record shall be entered on the Contract Record Drawings under Section 01 78 39, CONTRACT RECORD DOCUMENTS.

   d. CAPPING: All empty conduit and duct openings, after test, shall be capped or plugged by the Contractor as directed.

   e. DRAG LINES: A drag line shall be left in all empty conduit.

B. BOXES:

1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes shall be Galvanized coated and shall be built of No. 12 USSG steel reinforced at corners by substantial angle irons and riveted or welded to plates. Bottom or side

of pull boxes shall be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations shall have threaded hubs and gaskets and be NEMA 4X. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.

2. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precaution should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to exercise precaution must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.

3. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.

4. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.

5. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall be located as directed.

6. MOUNTING HEIGHTS: The following heights are standard heights and are subject to correction due to coordination with Contract Drawings. All such changes must be approved by the Resident Engineer. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.

a.	General Convenience Outlets (mount vertical)	1'-6"
b.	Clock Outlets	8'-6"or 1'-6" below ceiling
c.	Wall Lighting Switches	4'-0"
d.	Motor Controllers	5'-0"
e.	Motor Push-button	4'-2"
f.	Telephone Outlets	As Directed
g.	Fire Alarm Bells	8'-6"or 1'-6" below ceiling
h.	Fire Alarm Stations	4'-0"
i.	Intercom Outlet	1'-6"
j.	Cooking and Refrigerator Unit	As Directed

7. Outlet boxes shall be of approved design and construction; of form and dimensions suited and adapted to its specific location; the kind of fixture to be used and the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.

8. There shall be knockouts opened only for the insertion of conduit. Any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor without additional charge.

9. All outlet boxes and junction boxes for exposed work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.

10. Junction boxes shall not be less than 4 11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.

11. FIXTURE SUPPORTS: Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.

12. Outlet boxes exposed to the weather or indicated W.P. shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall be appropriate in size, non-corrodible and not less than four (4) in number for each box opening.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 ELECTRICAL WIRING DEVICES:

A. WALL SWITCHES shall be of the best specification grade, quiet type, and shall have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the tumbler type, single pole. Switches of the 3-way type shall have a similar rating.

B. RECEPTACLES:

1. CONVENIENCE OUTLETS: shall be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It shall have a grounding pole that shall be grounded to the conduit system. Receptacles shall be capable of both back and side wiring and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5262 or approved equal.

2. HEAVY DUTY RECEPTACLE OUTLETS: shall have the Ampere rating and the number of poles specified on the Contract Drawings and shall be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet shall have a grounding pole, which shall be grounded to the conduit system.

3. FLOOR RECEPTACLES: shall be Russell & Stoll #3040 or approved equal, to fit into floor box previously specified.

4. NAMEPLATES: are required for all receptacles other than 120V.

C. CLOCK HANGERS: Clock outlets for surface type clocks shall be equipped with a supporting hook and recessed faceplate to conceal the electrical cord.

D. WATERTIGHT DEVICES: For installations exposed to weather or in damp locations, the devices shall be in a gasketed, cast iron enclosure.

E. PLATES:

1. Every convenience outlet and switch outlet shall be covered by means of a stainless steel No. 302 - 0.4" antimagnetic plate with an approved finish, unless provided otherwise in the detailed Specifications.

2. Where two (2) or three (3) switches are grouped together, a single faceplate shall be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 ELECTRICAL CONDUCTORS AND TERMINATIONS:

A. CONDUCTORS FOR LIGHT AND POWER - All wire and cable shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees C. for

both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NYCEC. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall be equal to UL Type USE and rated for 600 volts at 75 degrees C. for both wet and dry locations.

B. FIXTURE WIRE: Lighting fixtures shall be wired with No. 14 gauge wire designated as AWM and rated at 105 degrees C.

C. OTHER TYPES: Cables and wires for interior communication systems are described in applicable detailed Specifications.

D. MINIMUM SIZE: Conductors smaller than No. 12 AWG shall not be used for light or power.

E. COLOR CODE: Wires shall have a phase color code, and multiple conductor cables shall be color coded.

F. CABLE DATA: The Contractor shall submit for approval the following information for each size and type of cable to be furnished.

1. Manufacture of Cable - Location of Plant.
2. Minimum insulation resistance at standard test temperature.
3. Days required for delivery to site of work after order to proceed with manufacture.

G. ORIGINAL REELS: Cable and wire shall be delivered to the site of the work on original sealed factory reels.

H. WIRE INSTALLATION:

1. INSTALL WIRES AFTER PLASTERING - Feeder and branch circuits wiring shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
2. CONDUIT SECURED IN PLACE - No conductor shall be pulled into any conduit run before all joints are made up tightly and the entire run rigidly secured in place.
3. WIRE ENDS - All wires shall be left with sufficiently long ends for proper connection and stowing.
4. PULLING COMPOUNDS - When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
5. PRESSURE CONNECTORS - for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be O.Z., Burndy, National Electric Products or approved equal.
6. Splices and feeder taps in the gutters of panel boxes shall be made by means of pressure plate type connectors encased in composition covers as manufactured by O.Z., Burndy, National Electric Products or approved equal.
7. Splices in branch wiring for sound systems and fire systems, shall be first made mechanically secure, then soldered and taped.
8. In lieu of soldered splices (except for sound and Fire Systems, which must have soldered splices) the following alternates are acceptable for operating temperatures up to 105 degrees C., for fluorescent fixtures and for the splicing of branch circuit wiring up to No. 8 AWG wire:
   a. Mechanical splices made with mechanical connectors as manufactured by the Minnesota Manufacturing Company "Scotchlock" or approved equal. Mechanical connectors requiring a special tool (pressure connectors, insulators and locking rings) by Buchanan or approved equal. The tool used for connector application shall be as approved by the connector manufacturer.

b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.

9. TAGS: All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fiber and have the feeder designation and size stamped thereon.

10. BRANCH CIRCUIT WIRING:

a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor shall provide wire ends long enough for convenient connection to device.

b. NEUTRALS: No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.

I. TERMINATIONS

1. LUGS: All lugs for all devices and all cable terminations shall be copper. AL/CU rated lugs will not be permitted. The only exception to this requirement is when the particular device is not manufactured with copper lugs by any manufacturer. Lugs for No. 6 AWG cable and larger shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger shall be fastened with two (2) bolts.

2. All lugs shall be of the proper size to accept the cable connected to them. Any subcontractor furnishing a device containing lugs is to coordinate with the Contractor to insure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 CIRCUIT PROTECTIVE DEVICES:

This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panel boards and Service Entrance.

A. CIRCUIT BREAKERS:

1. CIRCUIT BREAKERS: shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall be trip free, preventing contacts from being held in closed position against abnormal overloads or short circuits. Positive visual indication of automatic tripped position of breaker shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.

2. TRIP RATING: Circuit breakers shall be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on Contract Drawings or indicated in the Specifications.

3. POLE BARRIER: Multipole pole breakers shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.

4. ELEMENTS: Multipole circuit breakers shall have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation shall have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specific Requirements or indicated on the Contract Drawings.

5. For circuit breakers with frame size up to and including 225 Amperes, the breakers may be provided with non-interchangeable trip elements. For frame ratings above 225 Amperes, the breakers shall be provided with interchangeable trip elements, which can be replaced readily.

6. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 Amperes, and shall be rated at 125 volt A.C. with a NEMA interrupting rating of 10,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.

7. INVERSE TIME ACTION: The circuit breakers shall be dual element type, one (1) element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached and the other with instantaneous trip action. Inverse time delay action shall be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.

8. CONSTANCY OF CALIBRATION: The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.

9. CONTACTS: shall be non-welding under operating conditions and of the silver to silver type.

10. TEMPERATURE RISE: Current carrying parts, except thermal elements, shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.

11. NUMBERING: Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall be indicated on each breaker.

B. SAFETY SWITCHES:

NEMA TYPE HD: When safety switches are permitted to be used for service entrance, motor disconnecting means or to control other types of electrical equipment, they shall be of the type HD of a rating not less than 30 Amperes. Enclosures shall be provided with means for locking. For ratings above 60 Amperes terminals shall have double studs.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.6

3.6 DISTRIBUTION CENTERS:

This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

A. PANELBOARDS-GENERAL TYPE: The panel boards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "Circuit Protective Devices."

B. NUMBER AND RATING OF CIRCUIT BREAKERS: The Contract Drawings show a layout of each panel, giving the number, frame, size and trip setting of circuit breakers and number of branch circuits and spare breakers. Each branch circuit shall be distinctly numbered.

C. BUS-BAR CONSTRUCTION AND SUPPORT: Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts, exclusive of circuit breakers, shall be of copper with a minimum number of joints. The bus bar structure shall be a self-supporting unit, firmly fastened to a ½

inch plastic board, extending the full length and width of assembly which shall serve to insulate the bus structure from the back of panel box. Other methods affording equally effective bus structure support and insulation will be given consideration. An insulating barrier shall separate neutral bus from other parts of panel.

D. CIRCUIT BREAKER ASSEMBLY: The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan and secured to the back of panel box. The panel shall have edges flanged for rigidity.

E. PANEL MOUNTING: The panel shall be centered in the panel box to line up with door openings and set level and plumb so that no live parts are exposed with the door open.

F. PANEL CABINET:

1. PANEL CABINET INSTALLATION: When installed surface mounted in panel closets they shall be mounted on Kindorf channel.

2. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet shall be trimmed with a metal or hardwood return molding of approved design and fastened to cabinet so as to conceal the intersection between the wall and cabinet.

G. NAMEPLATES: Nameplates where required, shall be made of engraved Lamicoid sheet, or approved equal. Letters and numbers shall be engraved white on a black background (except for Firehouse projects which shall have white letters on a red background). The Contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall also be provided at the top of the switchboard or section thereof and on the trim at the top of all lighting and power panels. Similar nameplates shall also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder, and the name of the equipment fed.

H. SHOP DRAWINGS: showing all details of boxes, panels, etc., shall be submitted for approval.

I. DIRECTORIES: A directory shall be fastened with brass screws and consist of a noncorrosive metal frame with dimensions not less than five (5) inches x eight (8) inches and a transparent window of Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory shall be typewritten and show the number of each circuit, the name of circuit and lighting or equipment supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.

J. CONSTRUCTION

1. FINISH: Panel boxes, doors and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be NEMA 3X type.

2. PAINTING: Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.7

3.7 MOTORS:

This Section sets forth the general design, construction and performance requirements, which shall apply to all motors furnished in the Contract.

A. MOTOR DESIGN: All motors shall be designed to comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code. In the event of any conflict or inconsistency between such codes, the New York City Energy Conservation Code shall prevail. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in the Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall be designed and rated for 200 volts.

B. STANDARDS OF COMPARISON: In the absence of specific motor specifications, in general, the best standard products of the leading motor manufacturers shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall be deemed to contain the minimum requirements of performance and design.

C. OBJECTIONABLE NOISES: Objectionable noises will not be tolerated and exceptionally quiet motors may be required for certain specified locations. Noise control tests as per the New York City Construction Codes may be performed as directed by the Commissioner. Such motors shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.

D. BEARINGS:

1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors shall also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately 10 ounce capacity, complete with necessary adapters. The Contractor shall also provide 10 pounds of approved gun grease.

2. For any particular unit where sleeve bearings are deemed desirable, permission for their use may be granted by the Commissioner. Motors one (1) horsepower and larger that are equipped with sleeve type bearings shall in addition to having protected accessible fittings for oiling be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.

E. MOTOR TERMINALS AND BOXES: Each motor shall be furnished with flexible leads of sufficient length to extend for a distance of not less than three (3) inches beyond the face of the conduit terminal box. This box shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motors five (5) horsepower. or larger, each terminal shall come with two (2) cast or forged copper pressure type connectors with bolts, nuts and washers. For motors of smaller ratings, connectors of other acceptable types may be furnished. For installations exposed to the weather or moist locations, terminal boxes shall be of cast iron with threaded hubs and gasketed covers. Cover screws shall be of non-corrosive material.

F. MOTOR TEMPERATURE RISES: The motor nameplate temperature rises for the various types of motor enclosures shall be as listed below:

1.	Open Frame	40 degrees C.
2.	Totally enclosed and enclosed fan cooled	55 degrees C.

3.	Explosion proof and submersible	55 degrees C.
4.	Partially enclosed and drip proof	40 degrees C.

The temperature of the various parts of a motor shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall be made by loading the motor to its rated horsepower and keeping it so loaded for the rated time interval or until the temperature becomes constant.

G. SPECIAL CODE INSTALLATIONS: Electrical installations covered by special publications of NBFU and by special City rulings and regulations shall comply in design and safety features with such applicable codes, regulations and rulings, and shall be furnished and installed complete with all accessories and safety devices as therein specified.

H. MOTORS ON LIGHTING PANELS: The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 horsepower.

I. MOTORS RATED: ½ horsepower and larger shall be polyphase.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8

3.8 MOTOR CONTROL EQUIPMENT:

This Section sets forth the requirements for motor controllers and associated devices. Such requirements are applicable to all motor control equipment furnished or installed.

A. MANUFACTURER: All control equipment furnished under the Contract shall be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional horsepower motors driving special equipment, the various units of which have been engineered to obtain specific performance.

B. CONTROL ITEMS REQUIRED: The Contractor furnishing motors shall also furnish therewith complete disconnecting, starting and control equipment as required by the detailed Specifications, the various code authorities and for the successful operation of the driven equipment. These items include circuit breaker, magnetic starter with overload protection and low voltage release or protection, push button stations, pilot lights and alarms, float, pressure, temperature and limit switches, load transfer switches, devices for manual operation and speed controllers, etc. The Contractor shall furnish as many of these items as are required for the successful operation of the driven unit.

1. Where a motor is to be located out of sight of the controller, the Contractor shall furnish an approved disconnecting means to be mounted near motor.

C. TYPES OF STARTERS:

1. SQUIRREL CAGE: A.C. motors of the squirrel cage type, rated from one (1) to 30 horsepower, shall have magnetic across the line starters; motors rated above 30 horsepower shall be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters shall be based on 200V operation.

2. SLIP RING: A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall prevent starting of the motor when the secondary controller is off the initial starting point.

3. MAGNETIC: For fractional horsepower motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are ½ horsepower or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than ½ horsepower or three-phase A.C. motors smaller than one (1) horsepower where manual control is specified may be furnished with starters of toggle

switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than ½ horsepower. Means for manual operation shall be provided.

D. DISCONNECTING BREAKER: All motor starters, unless otherwise specified, shall be provided with a disconnecting means in the form of a circuit breaker of the type specified under Article 3.5 CIRCUIT PROTECTIVE DEVICES. This disconnecting means shall be contained in the same housing with the starter and shall be operable from outside. Means shall be provided for locking the handle of the circuit breaker in the "OFF" position if it is desired to take the equipment out of service and prevent unauthorized starting.

E. CONTROL CABINET: DRY LOCATIONS - All starters shall be furnished with general purpose, NEMA Type 1, sheet metal enclosures with hinged covers and baked enamel finish.

F. CONTROL CABINET – WATERTIGHT: In wet locations, cast iron watertight enclosures with threaded hubs, galvanized and gasketed hinged covers shall be provided.

G. 1. PANELS: Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.

2. WIRING AND TERMINALS: Wiring connections for currents of 100 Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall be made with pressure connectors for No. 8 AWG and larger wires, and with grommets for small stranded wires. Except for incoming and outgoing main leads, all connections shall terminate on approved connector blocks, which may be installed on the face of the slab. For small, across the line starters, the above requirements may be modified if satisfactory connections are provided.

3. COPPER BUS: For currents exceeding 100 Amperes, copper bus shall be used in place of wires. The bus shall be constructed of copper rods, tubing or flat strap, bent and shaped properly and securely attached to the slab in a neat and workmanlike manner. The cross section of copper shall provide sufficient areas to keep current density at not more than 1,000 Amperes per square inch.

H. COOPERATION: The Contractor's subcontractor(s) who furnish electrically operated equipment shall give to the Contractor and the Contractor's electrical subcontractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

I. SPARE PARTS:

1. FURNISH: The Contractor shall furnish the following spare parts pertaining to equipment furnished by each subcontractor.

One (1) set of contact fingers and springs and thermal elements for each three (3) (or fraction) of each size of magnetic contactor starter.

One (1) holding coil for each three (3) (or fraction) of each size of magnetic contactor starter.

2. WRAPPER MARKING: All parts shall be delivered to the Resident Engineer neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

END OF SECTION 01 35 06

No Text

SECTION 01 35 26
SAFETY REQUIREMENTS PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements*". This document is included in the Information for Bidders.

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Safety and Health Requirements, including:

1. Definitions
2. Required Safety Meeting
3. Compliance with Regulations
4. Submittals
5. Personnel Protective Equipment
6. Hazardous Materials
7. Emergency Suspension of Work
8. Protection of Personnel
9. Environmental Protection

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 REQUIRED SAFETY MEETINGS:

A. Prior to commencing construction, the Resident Engineer will schedule and hold a preconstruction kick-off meeting either at DDC's main office or at the Project site with representatives of the Contractor, including the principal on-site project representative and one or more safety representatives, Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract Safety requirements. The Contractor's safety requirements shall be reviewed, and implementation of safety provisions pertinent to the Work shall be discussed.

B. The Contractor is responsible for conducting weekly documented jobsite safety meetings, given to all jobsite personnel including all subcontractors on the project, with the purpose of discussing safety topics and job specific requirements at the DDC worksite.

1.5 COMPLIANCE WITH REGULATIONS:

A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of structures containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirement for CFR Parts 1910 and 1926, and 40 CFR, Parts 61, 261, 761 and 763.

B. Work involving disturbance or dismantling of asbestos or asbestos containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763, as applicable.

C. Work shall additionally comply with all applicable federal, state and local safety and health regulations.

D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.

E. All workers working on the DDC project site are required by NYC Local Law 41 to complete the OSHA 10 –hour training course.

1.6 SUBMITTALS:

A. The Contractor shall submit, to the Resident Engineer, copies of the Safety Program, Site Safety Plan and other required documentation in accordance with the "*New York City Department of Design and Construction Safety Requirements.*"

B. Permits: If hazardous materials are disposed of off-site submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations to the Resident Engineer.

C. Accident Reporting: Submit a copy of each accident report to the Resident Engineer in accordance with the "*New York City Department of Design and Construction Safety Requirements.*"

D. All Asbestos and Lead project regulatory notifications are to be submitted to DDC's Bureau of Environmental and Geotechnical Services (BEGS) through the Resident Engineer.

E. Request for Subcontractor Approval: Any subcontractor performing environmental work shall submit required documentation for approval to perform such work as required by DDC's BEGS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, subpart I, Part 1926, subpart E and other applicable regulations.

2.2 HAZARDOUS MATERIALS:

A. The Contractor shall bring to the attention of the Commissioner, any material encountered during execution of the Work that the Contractor suspects to be hazardous.

B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous. A change to the Contract price may be provided, subject to the applicable provisions of the Contract.

C. If the material is found to be hazardous, the Commissioner may direct the Contractor to remediate the hazard and a change to the Contract price may be provided, subject to the applicable provisions of the Contract.

PART III – EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK:

A. When the Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe condition, at no additional cost to the City.

B. If the Contractor fails to comply promptly, all or part of the Work may be stopped by notice from the Commissioner.

C. When, in the opinion of the Commissioner, the Contractor has taken satisfactory corrective action, the Commissioner shall provide written notice to the Contractor that work may resume.

D. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe condition.

3.2 PROTECTION OF PERSONNEL:

A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor.

B. Whenever practical, the work area shall be fenced, barricaded or otherwise blocked off from the Public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00, TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including, without limitation, the following:

1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
2. Corridors, aisles, stairways, doors and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition or other hazardous activity.
4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers, and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

3.3 ENVIRONMENTAL PROTECTION:

A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.

B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

END OF SECTION 01 35 26

No Text

SECTION 01 35 91
HISTORIC TREATMENT PROCEDURES

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 91

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for the treatment of Landmark Structures and Landmark Quality Structures, as identified in the Addendum. Specific requirements are indicated in other sections of the Specifications.

B. This Section includes, without limitation, the following:

1. Storage and protection of existing historic materials
2. Temporary protection of historic materials during construction
3. General Protection
4. Protection during use of heat-generating equipment
5. Photographic Documentation
6. NYC Landmarks Preservation Commission Final Approval signoffs

1.3 RELATED SECTIONS: include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
C.	Section 01 33 00	SUBMITTAL PROCEDURES
D.	Section 01 77 00	CLOSEOUT PROCEDURES
E.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Landmark Structure or Site: Any building or site which has been designated as a landmark, or any building or site within a landmark district, as designated by the New York City Preservation Commission or the New York State Historic Preservation Office.

D. Landmark Quality Structure: Any building which has been determined by the City to be of landmark quality and/or historical significance.

E. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.

F. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

G. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.

H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.

I. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.

J. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.

K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.

L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
   1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
   2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
   3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.

M. Remove: To detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

N. Remove and Salvage: To detach items from existing construction and deliver them to the City ready for reuse.

O. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.

P. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.

Q. Material in Kind: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

1.5 SUBMITTALS:

A. Historic Treatment Program: Submit a written plan for each phase or process, including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work.

B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, submit for Commissioner's approval a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.

C. Qualification Data: For historic treatment specialists as specified and required by individual sections of the project specifications.

D. Photographs for Designated Landmark Structures: Submit photographs in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION and as described in this section.

E. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

1.6 QUALITY ASSURANCE:

A. Special Experience Requirements: Special Experience Requirements may apply to the firm that will provide Historic Treatment Services. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

B. Historic Treatment Preconstruction Conference: The Resident Engineer will schedule and hold a preconstruction meeting at the site in accordance with Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION.

1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.

a. Record procedures established as a result of the review and distribute to affected parties.

1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS:

A. Removed and Salvaged Historic Materials: As specified and required by individual sections of the project specifications.

B. Removed and Reinstalled Historic Materials: As specified and required by individual sections of the project specifications.

C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by the Commissioner, items may be removed to a suitable, protected storage location during historic treatment and reinstalled in their original locations after historic treatment operations are complete.

D. Storage and Protection: When removed from their existing location, store historic materials, at a location acceptable to the Commissioner, within a weather tight enclosure where they are protected from wetting by rain, snow, or ground water, and temperature variations. Secure stored materials to protect from theft.

1. Identify removed items with an inconspicuous mark indicating their original location.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 PROTECTION, GENERAL:

A. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Temporary Protection of Historic Materials during Construction:

1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.
2. Attachments of temporary protection to existing construction shall be approved by the Commissioner prior to installation.

D. Protect landscape work adjacent to or within work areas as follows:

1. Provide barriers to protect tree trunks.
2. Bind spreading shrubs.
3. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than 8 hours at a time.
4. Set scaffolding and ladder legs away from plants.

E. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work of this Section until the drains are in working order.

1. Provide a method to prevent solids, including stone or mortar residue, from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT:

A. No roofing work requiring the use of an open flame shall be permitted on any Landmark Structure or any Landmark Quality Structure, whose roof or wall structure is made of wood or primarily of wood.

B. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:

1. Obtain Commissioner's approval for operations involving use of open-flame or welding equipment. Notification shall be given for each occurrence and location of work with heat-generating equipment.
2. As far as practical, use heat-generating equipment in shop areas or outside the building.
3. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.

4. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.

5. Remove and keep the area free of combustibles, including, rubbish, paper, waste, etc., within area of operations.

6. If combustible material cannot be removed, provide fireproof blankets to cover such materials.

7. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.

8. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

9. Inspect each location of the day's work not sooner than 30 minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.

C. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

3.3 PHOTOGRAPHIC DOCUMENTATION:

Photographs for Designated Landmark Structures: Show existing conditions prior to any historic treatments, including one overall photograph and two close-up photographs of all areas of work affected. Show one overall photograph and two close-up photographs of all areas of work after the successful execution of all historical treatments.

3.4 NEW YORK CITY LANDMARKS PRESERVATION COMMISSION FINAL APPROVALS SIGNOFF:

For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the work, shall submit to the Commissioner, in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS, all documentation concerning the successful execution of all historic treatments. This shall include, but not be limited to, copies of all before and after photographs of historic treatments, one copy of the Contractor's as-built drawings, copies of testing and analysis results, including cleaning, mortar analysis, pointing mortars and all other information pertaining to work performed under the New York City Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91

No Text

SECTION 01 40 00
QUALITY REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes the following:
   a. Definitions
   b. Conflicting Requirements
   c. Quality Assurance
   d. Quality Control
   e. Approval of Materials
   f. Special Inspections (Controlled Inspection)
   g. Inspections by Other City Agencies
   h. Certificates of Approval
   i. Acceptance Tests
   j. Repair and Protection

B. This Section includes administrative and procedural requirements for quality control to assure compliance with quality requirements specified in the Contract Documents.

C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

D. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

E. Provisions of this Section do not limit requirements for the Contractor to provide quality-assurance and -control services required by the Commissioner or authorities having jurisdiction.

F. Specific test and inspection requirements are specified in the individual sections of the Specifications.

G. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

H. COMMISSIONING: Refer to the Addendum to identify whether this project will be Commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Commissioning: A Total Quality Assurance process that includes checking the design and installation of equipment, as well as performing functional testing of the same to confirm that the installed equipment is operating and in conformance with the Contract Documents and the City's requirements.

1.5 CONFLICTING REQUIREMENTS:

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, the Contractor shall comply with the most stringent requirement as determined by the Commissioner. The Contractor shall refer any uncertainties and/or conflicting requirements to the Commissioner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. The Contractor shall refer any uncertainties to the Commissioner for a decision before proceeding.

1.6 QUALITY ASSURANCE:

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections specify additional requirements.

B. Installer Qualifications: Special Experience Requirements may apply to the firm that will install, erect or assemble specified work required for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

C. Manufacturer Qualifications: Special Experience Requirements may apply to the firm that will manufacture equipment, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

D. Fabricator Qualifications: Special Experience Requirements may apply to the firm that will fabricate material, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

E. Professional Engineer Qualifications: A professional engineer who is licensed to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by the Resident Engineer.
2. Notify Resident Engineer seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Design Consultant's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise directed or indicated.

1.7 QUALITY CONTROL:

A. City's Responsibilities: Where quality-control services are indicated as the City's responsibility in the Specifications, the City will engage a qualified testing agency to perform these services.

1. COST OF TESTS BORNE BY THE CITY: Where the City directs tests to be performed to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests.
2. The City will furnish the Contractor with names, addresses, and telephone numbers of testing entities engaged and a description of the types of testing and inspecting they are engaged to perform.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.

B. Contractor's Responsibility: Tests and inspections not explicitly assigned to the City are the Contractor's responsibility. Unless otherwise indicated, the Contractor shall provide quality-control services as set forth in the Specifications and those required by Authorities having jurisdiction. The Contractor shall provide quality-control services required by Authorities having jurisdiction, whether specified or not.

1. COST OF TESTS BORNE BY CONTRACTOR – In the case of tests which are specifically called for in the Specifications to be provided by the Contractor or tests which are required by any Authority having jurisdiction, but are not indicated as the responsibility of the City, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The Contractor shall reimburse the City for expenditures incurred in providing tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.
2. Where services are indicated as Contractor's responsibility, the Contractor shall engage a qualified testing agency to perform these quality-control services. Any testing agency engaged by the Contractor to perform quality control services is subject to prior approval by the Commissioner.

3. The Contractor shall not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
4. The Contractor shall notify testing agencies and the Resident Engineer at least 72 hours in advance of the date and time for the performance of Work that requires testing or inspecting.
5. Where quality-control services are indicated as Contractor's responsibility, the Contractor shall submit a certified written report, in triplicate to the Commissioner, of each quality-control service.
6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
7. The Contractor shall submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, the Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results shall be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Retesting/Re-inspecting: Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor shall provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: The Contractor shall cooperate with entities performing required tests, inspections, and similar quality-control services, and shall provide reasonable auxiliary services as requested. The Contractor shall notify the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing entity in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing entities.
6. Design mix proposed for use for material mixes that require control by the testing entity.
7. Security and protection for samples and for testing and inspecting equipment at the Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

2. Coordinate and cooperate with the Commissioning Authority/Agent as applicable for start-up, inspection and functional testing in the implementation of the Commissioning Plan.

G. Manufacturer's Directions: Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Commissioner.

H. Inspection of Material: In the event that the Specifications require the Contractor to engage the services of an entity to witness and inspect any material especially manufactured or prepared for use in or part of the permanent construction, such entity shall be subject to prior written approval by the Commissioner.

1. NOTICE - The Contractor shall give notice in writing to the Commissioner sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point

other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.

I. No Shipping Before Inspection: The Contractor shall comply with the foregoing before shipping any material.

J. Certificate of Manufacture: When the Commissioner so requires, the Contractor shall furnish to the Commissioner authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Specifications. These certificates shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as B.S.A., M.E.A., B.E.C. Advisory Board, etc.

K. Acceptance: When materials or manufactured products shall comprise such quantity that it is not practical to make physical tests or chemical analyses directly on the product furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for the acceptance of such material or manufactured product.

L. Testing Compliance: The testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analyses and/or test data and interpreted results thereof.

M. Reports: Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.

N. Rejections: If, in making any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the work and replace it with acceptable material at no additional cost to the City.

O. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

1.8 APPROVAL OF MATERIALS:

A. Local Laws: All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the New York City Construction Codes, Administrative Code and Charter of the City of New York.

B. Approval of Manufacturer: The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Commissioner for approval, as early as possible, to afford proper review and analysis. No manufacturer will be approved for any materials to be furnished under the Contract unless it shall have a plant of ample capacity and shall have successfully produced similar products. All approvals of materials or equipment that are legally required by the New York City Construction Codes and other governing Authorities must be obtained prior to installation.

C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.

D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor shall provide the manufacturer or dealer with such complete information from the

Specifications and Contract Drawings as may in any case be necessary, and in every case the Contractor shall inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.9 SPECIAL INSPECTIONS:

A. SPECIAL INSPECTIONS:

1. Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the New York City Construction Codes, shall be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector shall be an entity compliant with the requirements of the New York City Construction Codes. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring special inspection.
2. Form TR3: Technical Report Concrete Design Mix: The contractor shall be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.
3. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".
5. The contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the work for inspection by the Special Inspector.

1.10 INSPECTIONS BY OTHER CITY AGENCIES:

A. Letter of Completion: Just prior to substantial completion of this Project, the Commissioner will file with the Department of Buildings, an application for a Letter of Completion or a Certificate of Occupancy for the structure.

B. Final Inspections: In connection with the above mentioned application for a Letter of Completion or a Certificate of Occupancy and before certificates of final payments are issued, the Contractor will be required to arrange for all final inspections by the inspection staff of the Department of Buildings, Fire Department or other Governmental Agencies having jurisdiction, and secure all reports, sign offs, certificates, etc., by such inspection staff or other governmental agencies, in order that a Letter of Completion or Certificate of Occupancy can be issued promptly.

1.11 CERTIFICATES OF APPROVAL:

A. Responsibility: The Contractor shall be responsible for and shall obtain all final approvals for the work installed under the Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the work of the Contract.

B. Transmittal: All such certificates shall be forwarded to the Commissioner through the Resident Engineer.

1.12 ACCEPTANCE TESTS:

A. Government Agencies: All equipment and appliances furnished and installed under the Contract shall conform to the requirements of the Specifications, and shall in no event be less than that necessary to comply with the minimum requirements of the law and all of the governmental agencies having jurisdiction.

B. Notice of Tests: Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor shall give written notice to all concerned of the time when these tests will be conducted.

C. Energy: The City will furnish all energy, fuel, water and light required for tests.

D. Labor and Materials: The Contractor shall furnish labor and all other material and instruments necessary to conduct the acceptance tests at no additional cost to the City.

E. Certificates: The final acceptance by the Commissioner shall be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the regulatory agencies having jurisdiction.

F. Results: If the results of tests and Special Inspections indicate that the material or procedures do not meet requirements as set forth on the Contract Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor shall only proceed as directed by the Resident Engineer. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work and any delay caused to the schedule shall be borne by the Contractor.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, the Contractor shall repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

END OF SECTION 01 40 00

No Text

SECTION 01 42 00
REFERENCES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 DEFINITIONS:

REFER TO THE ADDENDUM, Article IX, FOR ADDITIONAL DEFINITIONS AND REVISIONS TO THE CONTRACT AND SPECIFICATIONS

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import shall mean and intend approved, acceptable or satisfactory to the Commissioner.

C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

D. "DIRECTED," "REQUIRED," ETC.- Wherever reference is made in the Contract to the work or its performance, the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import shall, unless expressed otherwise, imply the direction, requirements, permission, order, designation or prescription of the Commissioner.

E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.

1.3 CODES, AGENCIES AND REGULATIONS:

A.D.A.A.G.	Americans with Disabilities Act (ADA) – Architectural Barriers Act (ABA)
B.G. & E.	Bureau of Gas and Electricity of the City of New York
B.S. & A.	New York City Board of Standards and Appeals
DOE	Department of Energy
E.C.C.C.N.Y.S.	Energy Conservation Construction Code of New York State
EPA	Environmental Protection Administration
N.Y.C.C.C.	New York City Construction Codes – includes:
	New York City Plumbing Code
	New York City Building Code
	New York City Mechanical Code
	New York City Fuel Gas Code
N.Y.S.D.O.L	New York State Department of Labor
N.Y.C.D.E.P	New York City Department of Environmental Protection
N.Y.C.E.C.	New York City Electrical Code
N.Y.C.E.C.C	New York City Energy Conservation Code
N.Y.C.F.C	New York City Fire Code
N.Y.S...D.E.C.	New York State Department of Environmental Conservation
O.S.H.A.	Occupational Safety & Health Administration

1.4 INDUSTRY STANDARDS:

A. STANDARD REFERENCES – Unless otherwise specifically indicated in the Contract Documents, whenever reference is made to the furnishing of materials or testing thereof that conforms to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification adopted and published by that technical society, organization or body, as of the date of the bid opening, Unless the provisions of the New York City Construction Codes adopts a different or earlier dated version of such standard.

B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

C. CONFLICTING REQUIREMENTS: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirements. Immediately refer uncertainties, and requirements that are different but apparently equal, to the Commissioner in writing for a decision before proceeding.

D. STANDARD SPECIFICATIONS - When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.

E. REFERENCES - Reference to a technical society, organization or body may be made in the Specifications by abbreviations. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated name. The following names are subject to change and are

believed, but are not assured, to be accurate and up-to-date as of the Issue Date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AGMA	American Gear Manufacturer Association
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)

ALSc	American Lumber Standard Committee, Incorporated
ALI	Automotive Lift Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE/SEI	American Society of Civil Engineers, Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWSC	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)

BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Charted Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)

DASMA	Door and Access Systems Manufacturer's Association International
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce – National Institute of Standards and Technology
EIA	Electronic Industries Alliance
DOJ	U.S. department of Justice
EIMA	EIFS Industry Members Association
DOL	U.S. Department of labor
EJCDC	Engineers Joint Contract Documents Committee
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEME	Federal Emergency Management Agency
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FMRC	Factory Mutual Research (Now FMG)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)
GS	Green Seal
GSI	Geosynthetic Institute

HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
HUD	U.S. Department of Housing and Urban Development
IAPMO	International Association of Plumbing and Mechanical Officials
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICC	International Code Council, Inc.
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association

MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NIS	National Institute of Standards and Technology
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek)
PCI	Precast / Pre-stressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PPS	Power Piping Society
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMI	Rack Manufacturers Institute
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)

SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCS	Scientific Certification System
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SHBI	Steel Heating Boiler Institute
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society

TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
ULC	Underwriters Laboratories of Canada
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USC	United States Code
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety **Council** (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WRI	Wire Reinforcement Institute, Inc.
USEPA	United States Environmental Protection Agency
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 42 00

No Text

SECTION 01 50 00
TEMPORARY FACILITIES, SERVICES AND CONTROLS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
   a. Temporary Water System
   b. Temporary Sanitary Facilities
   c. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
   d. Temporary Heat
   e. Dewatering Facilities And Drains
   f. Temporary Field Office for Contractor
   g. Resident Engineer's Office
   h. Material Sheds
   i. Temporary Enclosures
   j. Temporary Partitions
   k. Temporary Fire Protection
   l. Work Fence Enclosure
   m. Rodent and Insect Control
   n. Plant Pest Control Requirements
   o. Project Identification Signage
   p. Security Guards/Fire Guards on Site
   q. Project Sign and Rendering
   r. Safety

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 42 00 REFERENCES
C. Section 01 54 11 TEMPORARY ELEVATORS AND HOISTS
D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
E. Section 01 77 00 CLOSE OUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Permanent Enclosure: As determined by Commissioner, permanent or temporary roofing that is complete, insulated, and weather tight; exterior walls which are insulated and weather tight; and all openings that are closed with permanent construction or substantial temporary closures.

C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.

1.6 PROJECT CONDITIONS:

A. Temporary Use of Permanent Facilities and Services: The Contractor shall be responsible for the operation, maintenance, and protection of each permanent facility and service during its use as a construction facility before Final Acceptance by the City, regardless of previously assigned responsibilities.

B. Install, operate, maintain and protect temporary facilities, services and controls.
1. Keep temporary services and facilities clean and neat in appearance.
2. Operate temporary services in a safe and efficient manner.
3. Relocate temporary services and facilities as needed as Work progresses.
4. Do not overload temporary services and facilities or permit them to interfere with progress.
5. Provide necessary fire prevention measures.
6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-site.

1.7 NON-REGULAR WORK HOURS (OVERTIME):

A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if the Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during other than regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during other than regular working hours shall be deemed included in the total Contract Price.

B. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during other than regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during other than regular working hours shall be provided through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall provide such temporary services, facilities and controls even if completion of all required work at the site occurs after the time fixed for such completion in Schedule A.

PART II – PRODUCTS

2.1 MATERIALS:

A. Provide undamaged materials in serviceable condition and suitable for use intended.
B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
C. Water: Potable and in compliance with requirements of the Department of Environmental Protection.

2.2 EQUIPMENT:

A. Provide undamaged equipment in serviceable condition and suitable for use intended.
B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, 100 feet (30 m) long with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
C. Electric Power Cords: Grounded extension cords.
   1. Provide hard-service cords where exposed to abrasion or traffic.
   2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths will not reach areas of construction activity.
   3. Do not exceed safe length-voltage ratio.
D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART III –EXECUTION:

3.1 INSTALLATION, GENERAL:

A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Resident Engineer.

3.2 TEMPORARY WATER SYSTEM:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 A

A. TEMPORARY WATER SYSTEM - NEW FACILITIES: During construction, the Contractor shall furnish a Temporary Water System as set forth below.
   1. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.
   2. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor shall provide temporary water main, risers and waste stacks as directed and install on each floor, outlets with two (2) 3/4" hose valve connections over a barrel installed on a steel pan. The Contractor shall provide drains from the pans to the stack and house sewer and hose bibs to drain the water supply

risers and mains. During winter months, the Contractor shall take the necessary precautions to prevent the temporary water system from freezing. The Contractor shall provide repairs to the temporary water supply system for the duration of the project until said temporary system is dismantled and removed.

3. Disposition of Temporary Water System: The Contractor shall be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the project, or as otherwise directed by the Resident Engineer. All repair work resulting from the dismantling of the temporary water system shall be the responsibility of the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 B

B. TEMPORARY WATER SYSTEM – PROJECTS IN EXISTING FACILITIES:
   1. When approved by the Commissioner, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Contractor shall restore the existing water system to conditions existing before initial use.
   2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Commissioner.
   3. The Contractor will be responsible for payment of water charges as directed by the Commissioner. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.

C. WASH FACILITIES: The Contractor shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition.
   1. Dispose of drainage properly.
   2. Supply cleaning compounds appropriate for each condition.
   3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

D. DRINKING WATER FACILITIES: The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

A. The Contractor shall provide toilets, wash facilities and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 B

B. SELF-CONTAINED TOILET UNITS:
   1. The Contractor shall provide temporary single-occupant toilet units of the chemical, aerated re-circulation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
   2. Toilets: Install separate self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 C

C. EXISTING TOILETS:

1. TOILET FACILITIES: When approved by the Commissioner, the Contractor shall arrange for the use of existing toilet facilities by all personnel during the execution of the work. The Contractor shall be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at completion of construction, to restore facilities to their condition at the time of initial use.
2. MAINTENANCE - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
3. NUISANCES - The Contractors shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.

3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:

A. SCOPE: This Section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System and Site Security Lighting during the construction period.

B. TEMPORARY ELECTRIC POWER:
The Contractor shall provide and maintain a Temporary Electric Power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required work by the Contractor and its subcontractors, including but not limited to power for the Temporary Lighting System, Site Security Lighting, construction equipment, hoists, temporary elevators and all field offices. Temporary Electric Power shall be provided as follows:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (1)

1. CONNECTION TO UTILITY LINES:
   a. Temporary Electric Power Service for use during construction shall be provided as follows: The Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall include in its total Contract Price any charges for Temporary Electric Power, including charges that may be made by the Public Utility Company for extending its electrical facilities, and for making final connections. The Contractor shall make payment directly to the Public Utility Company.
   b. APPLICATIONS FOR METER: The Contractor shall make application to the Public Utility Company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor shall pay to the Public Utility Company, all bills for Temporary Electric energy used throughout the work, as they become due.
   c. SERVICE AND METERING EQUIPMENT - The Contractor shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the Public Utility Company's metering devices. The temporary service mains to and from the metering location shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (2)

2. CONNECTION TO EXISTING ELECTRICAL POWER SERVICE:
   a. When approved by the Commissioner, electrical power service for the Temporary Lighting System and for the operation of small tools and equipment less than ¼ horsepower may be taken from the existing electric distribution system if the existing system is of adequate capacity for the temporary power load. The Contractor shall cooperate and coordinate with the facility custodian, so as not to interfere with the normal operation of the facility.
   b. There will be no charge to the Contractor for the electrical energy consumed.
   c. The Contractor shall provide, maintain and pay all costs for separate temporary electric power for any temporary power for equipment larger than 1/4 horsepower. When directed by the Commissioner, the Contractor shall remove its own temporary power system.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (3)

3. ELECTRICAL GENERATOR POWER SERVICE:
   a. When connection to Utility Lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor shall provide self-contained generators to provide power beyond that available.
   b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or Utility Company.
   c. Provide for control of noise from the generators.
   d. Comply with the Ultra Low Sulfur Fuel in Non-Road Vehicles requirements as set forth in Article 5.4 of the Contract.

C. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK:
   1. USE OF MAIN DISTRIBUTION PANEL: As soon as the permanent electric service feeders and equipment, metering equipment and main distribution panel are installed and ready for operation, the Contractor shall have the temporary lighting and power system changed over from the temporary service points to the main distribution panel.
   2. COST OF CHANGE OVER - The Contractor shall be responsible for all costs due to this change over of service and it shall also make application to the Public Utility Company for a watt hour meter to be set on the permanent meter equipment.
   3. The requirements for temporary electric power service specified herein shall be adhered to after change over of service until final acceptance of the project.
   4. NO EXTRA COST - The operation of the service and switchboard equipment shall be under the supervision of the Contractor, but this shall in no way be interpreted to mean the acceptance of such part of the installation or relieve the Contractor from its responsibility for the complete work or any part thereof. There shall be no additional charge for supervision by the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 D

D. TEMPORARY LIGHTING SYSTEM:
   1. The Contractor shall provide adequate service for the temporary lighting system, or a minimum of 100 Amperes, 3-phase, 4-wire service for the temporary lighting system, whichever is

greater, and make all necessary arrangements with the Public Utility Company and pay all charges by them for the Temporary Lighting System

2. The Contractor shall furnish and connect to the metered service point, a Temporary Lighting System to illuminate the entire area where work is being performed and points adjacent to the work, with separately fused circuits for stairways and bridges. Control switches for stairway circuits shall be located near entrance on ground floor.
3. ITEMS: The Temporary Lighting System provided by the Contractor shall consist of wiring, fixtures, left-hand double sockets, (one (1) double socket for every 400 square feet, with one (1) lamp and one (1) three-prong outlet) lamps, fuses, locked type guards, pigtails and any other incidental material. Additional details may be outlined in the detailed Specifications for the Electrical Work. Changes may be made, provided the full equivalent of those requirements is maintained.
4. The Temporary Lighting System shall be progressively installed as required for the advancement of the work under the Contract.
5. RELOCATION: The cost for the relocation or extension of the original Temporary Lighting System, required by the Contractor or its subcontractors, that is not required due to the normal advancement of the work, as determined by the Resident Engineer, shall be borne by the Contractor.
6. PIGTAILS: shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor shall furnish and distribute a minimum of three (3) complete pigtails to each subcontractor. See the detailed Electrical Specifications for possible additional pigtails required.
7. LAMPS: The Contractor shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the temporary lighting system, DDC field office and construction trailers, shall be replaced by the Contractor. All lamps shall be compact fluorescent.
8. CIRCUIT PROTECTION: The Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:
   a. The Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
   b. The Contractor shall include in its total Contract Price all costs in connection with the Temporary Lighting System, including all costs for installation, maintenance and electric power.
10. REMOVAL OF TEMPORARY LIGHTING SYSTEM: The temporary lighting system shall be removed by the Contractor when authorized by the Commissioner.
11. HAND TOOLS: The temporary lighting system shall not be used for power purposes, except that light hand tools not larger than 1/4 horsepower may be operated from such system by the Contractor and its subcontractors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 E

E. SITE SECURITY LIGHTING (FOR NEW CONSTRUCTION ONLY):

1. The Contractor shall furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall be deemed included in the total Contract Price.
2. It is essential that the site security lighting system be completely installed and operating, at the earliest possible date. The Contractor shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall be completely responsible for the expense of removing,

relocating and replacing all equipment necessary to reinstate the system to proper operating conditions.

3. The system shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall be spaced around the perimeter of the site to produce an illumination level of no less than one (1) foot candle around the perimeter of the site, as well as in any potentially hazardous area or any other area within the site that might be deemed by the Resident Engineer to require security illumination. The system shall be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
4. All necessary poles shall be furnished and installed by the Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned out parts.
6. The Contractor shall be on telephone call alert for maintaining the system during the operating period stated above.
7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall be removed and disposed of by the Contractor when authorized in writing by the Resident Engineer.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 TEMPORARY HEAT:

A. GENERAL:

1. Definition: The provision of Temporary Heat shall mean the provision of heat in order to permit construction to be performed in accordance with the Progress Schedule during all seasons of the year and to protect the work from the harmful effects of low temperature. In the event the building, or any portion thereof, is occupied during construction, the provision of Temporary Heat shall include the provision of heat to permit normal operations in such occupied areas.
   a. The provision of Temporary Heat shall be in accordance with the temperature requirements set forth in Sub-Section 3.5 C herein.
   b. The provision of Temporary Heat shall include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required. Operating labor shall mean that minimum force required for the safe day to day operation of the system for the provision of Temporary Heat and shall include, without limitation, heating maintenance labor and/or Fire Watch as required by NYC Fire Department regulations. Operating labor may be required seven (7) days per week and during other than normal working hours, for the period of time required by seasonal weather conditions.
   c. In the event the building, or any portion thereof, is occupied and the Project involves the replacement, modification and/or shut down of the permanent heating system, or any key component thereof; and such system is a combined system which furnishes domestic hot water for the building occupants, the provision of Temporary Heat shall include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water shall be provided in accordance with the phasing requirements set forth in the Contract Documents.
2. Responsibility: The Contractor's responsibility for the provision of Temporary Heat, including all expenses in connection therewith, shall be as set forth below:
   a. Projects Involving Enclosure of the Building:

1) Prior to Enclosure - Until the Commissioner determines that the building has been enclosed, as set forth in Sub-Section 3.5 B; the Contractor shall be responsible for the provision of Temporary Heat.
2) Post Enclosure - Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in Sub-Section 3.5 B, the Contractor shall be responsible for the provision of Temporary Heat by one or more of the following means: 1) by an existing heating system (if any), 2) by a permanent heating system which is being installed as part of the Project, or 3) by a temporary heating system(s).
3) The Contractor shall, within two (2) weeks of the kick-off meeting, submit to DDC for review its proposed plan to provide Temporary Heat. Such plan is subject to approval by the Resident Engineer. The Contractor shall provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the work of all Contractors, including punch list work, unless directed otherwise in writing by the Commissioner. The responsibility of the Contractor provided for herein is subject to the exception set forth in Sub-Section 3.5 A.2 (b) herein.

b. Projects not involving Enclosure of the Building:
1) If the Project involves the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, the Contractor shall be responsible for the provision of Temporary Heat, except as otherwise provided in Sub-Section 3.5 H.3(b).2 herein.
2) If the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof; there is no Contractor responsibility of the provision of Temporary Heat, unless otherwise specified in the Contract Documents. However, if the Commissioner, pursuant to Sub-Section 3.5 H.3 (b).1 herein, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat and shall be paid for the same in accordance with Sub-Section 3.5 H.3 (b).1 herein.

B. ENCLOSURE OF STRUCTURES:
1. Notification: The Contractor shall notify all its subcontractors and the Resident Engineer at least 30 days prior to the anticipated date that the building(s) will be enclosed.
2. Commissioner Determination: The Commissioner shall determine whether the building, or any portion thereof, has been enclosed. As indicated in Sub-Section 3.5 A.2 above, once the building has been enclosed, the Contractor shall be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure shall be based upon all relevant facts and circumstances, including without limitation, 1) whether the building meets the criteria set forth in Paragraph 3 below, and 2) whether the openings in the building, such as doorways and windows, have been sufficiently covered so as to provide reasonable heat retention and protection from the elements.
3. Criteria for enclosure:
a. Roof Area:
1) A building shall be considered to be roofed when the area to be roofed is covered by a permanent structure and all openings through the permanent structure are covered and protected by temporary covers as described in Paragraph (c) below.
2) Intermediate floor structures of multi-floor buildings shall be considered to be roofed subject to the same requirements of the building roof.

3) The final roofing system need not be in place for the building or structure to be determined to be enclosed; provided, however, all openings through the permanent structure covering the roof must be covered and protected by temporary covers, as described in Paragraph (c) below.

b. Walls: For the walls to be determined to be enclosed permanent exterior wall elements or facing material must be in place and all openings must be covered and protected by temporary covers, as described in Paragraph (c) below.

c. Temporary Covers: In order to be acceptable, temporary covers must be securely fixed to prevent the entrance of rain, snow and direct wind. The minimum material requirements for temporary covers are as follows: 1) minimum 10 mil. Plastic 2) minimum 12 ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.

d. Temporary covers for openings shall be the responsibility of the Contractor and such work shall be deemed included in the Contract price.

C. TEMPERATURE REQUIREMENTS:

1. Unoccupied Buildings: The temperature requirement for the provision of Temporary Heat in unoccupied buildings shall be the GREATER of the following: 1) 50 degrees Fahrenheit, or 2) the temperature requirement for the particular type of work set forth in the Contract Documents.

2. Occupied Buildings: The temperature requirement for the provision of Temporary Heat in occupied buildings, or portions thereof, shall be the GREATER of the following: 68 degrees Fahrenheit or the temperature requirement for the particular type of work set forth in the Contract Documents.

D. DURATION:

1. The Contractor shall be required to provide Temporary Heat until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall be responsible for the provision of Temporary Heat for the time specified herein, regardless of any delays in completion of the Project, including delays that result in the commencement of the provision of Temporary Heat during a season that is later than that which may have been originally anticipated. The Contractor shall include in its Total Contract Price all expenses in connection with the provision of Temporary Heat in accordance with the requirements specified herein.

2. The total Contract duration is set forth in consecutive calendar days in Schedule A of the Addendum. The Table set forth below indicates the number of full heating seasons that are deemed included in various contract durations, which are specified in consecutive calendar days (ccd)s. At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:

1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.

2. The method of temporary heat shall:

a. Not cause the deposition of dirt or smudges upon any finished work or cause any defacement or discoloration to the finished work.

b. Not be injurious or harmful to people or materials.

c. Portable fueled heating devises or equipment SHALL NOT BE ALLOWED for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.

3. No open fires will be permitted.

F. TEMPORARY HEATING SYSTEM:

1. The temporary system for the provision of Temporary Heat provided by the Contractor following enclosure of the building shall be complete including, subject to provisions of paragraph E above, boilers pumps, radiators, space heaters, water and heating piping, insulation and controls. The temporary system for the provision of Temporary Heat shall be capable of maintaining the minimum temperature requirements set forth in Paragraph C above.

G. COORDINATION:

1. The Contractor, in the provision of Temporary Heat, shall coordinate its operations in order to insure sufficient and timely performance of all required work, including work performed by trade subcontractors. The Contractor shall supply and pay for all water required and used in the building for the operation of the heating system(s) for the purpose of Temporary Heat. The Contractor shall include all expenses in connection with the supply of water for Temporary Heat in its Total Contract Price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained, the Contractor shall provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the work and also when directed by DDC. The Contractor shall maintain all permanent or temporary enclosures at its own expense.

H. USE OF PERMANENT HEATING SYSTEMS:

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure
   a. The Contractor shall provide all labor and materials to promptly furnish and set all required equipment and convectors and/or radiators, piping, valves, fitting, etc., in ample time for their use for the provision of Temporary Heat after enclosure of the building.
   b. New portions of the permanent heating system that are used for furnishing Temporary Heat shall be left in near perfect condition when delivered to the City for operation. Any repairs required, other than for ordinary wear and tear on the equipment, shall be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment shall be the date of Substantial Completion acceptance.
   c. In the event that the Contractor does not advance the installation of the permanent heating system in sufficient time to permit its use for Temporary Heat as determined by DDC, the Contractor shall furnish and install a separate system for the provision of Temporary Heat as required to maintain the minimum temperature requirements set forth in Paragraph C above.

2. All equipment for the system for the provision of Temporary Heat shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected and suitably supported and located so as to permit construction work, including finish work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, shall be coordinated with the operations of all trade subcontractors so as to insure sufficient and timely performance of the work. Once the permanent heating system is operating properly, the Contractor shall remove all portions of the system for Temporary Heat not part of the permanent heating system.

3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances.
   a. The City may establish an allowance in the Contract for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. If established, the City will include an amount for such allowance on the Bid Form, and the Contractor shall

include such allowance amount in its Total Contract Price. The Contractor shall only be entitled to payment from this allowance under the conditions and in accordance with the requirements set forth below. In the event this allowance or any portion thereof remains unexpended at the conclusion of the Contract, such allowance shall remain the sole property of the City. Should the amount of the allowance be insufficient to provide payment for the expenses specified below, the City will increase the amount of the allowance.

b. The allowance set forth herein may be utilized only under the conditions set forth below.
   1. In the event the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, and the Commissioner determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City shall pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.
   2. In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor after written acceptance by the Commissioner of the work, and that the need for such maintenance is not the fault of the Contractor, the Contractor shall provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City shall pay the Contractor for the cost of direct labor and fuel necessary and required in connection with such maintenance, excluding the cost of any foremen or other supervision. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.

c. Payment for Fuel Costs - Payment from the allowance set forth herein for the cost of fuel necessary and required to operate the system for the provision of Temporary Heat or to maintain the permanent heating system under the conditions set forth in Paragraph b above shall be limited to the direct cost of such fuel. The Contractor shall not be entitled to any overhead and/or profit for such fuel costs. In order to receive payment for such fuel costs, the Contractor must present original invoices for the same. DDC reserves the right to furnish the required fuel.

I. RELATED ELECTRICAL WORK:

1. The Contractor shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Contract Price. The Contractor shall provide such items promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
   a. The Contractor shall provide all labor, materials, equipment and power necessary and required to furnish and maintain any temporary or permanent electrical connections to all equipment specified to be connected as part of the work of his Contract.
   b. The Contractor shall supply and pay for all power necessary and required for the operation of the system for the provision of Temporary Heat and/or the permanent heating system used for Temporary Heat. Such power shall be provided by the Contractor for the duration the Contractor is required to provide Temporary Heat, as set forth in Sub-section 3.5 D herein.
2. In providing the items set forth in Paragraph 1 above, the Contractor is advised that labor may be required seven (7) days a week and/or during other than normal working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor shall be responsible for providing all labor, materials and equipment necessary and required to furnish and maintain all temporary or permanent connections to all equipment or plumbing outlets specified to be provided as part of the work of this Contract. The Contractor shall include all expenses in connection with such items of work in its Total Contract Price. The Contractor shall provide such items of work promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
2. In the event portions of the permanent plumbing equipment furnished by the Contractor as part of the work of this Contract are used for the provision of Temporary Heat either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor shall be responsible to provide such plumbing equipment to the City in near perfect condition and shall make any repairs required, other than for ordinary wear and tear on the equipment, at his expense. The starting date for warranty and/or guarantee period for such plumbing equipment shall be the date of Substantial Completion acceptance by the City.
3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor shall promptly perform all required filings and coordination with the Utility Companies in order to expedite the installation, testing, and approval of the gas service and associated meter(s).

3.6 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:

A. PUMPING:

1. Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.
2. Contractor shall furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of final acceptance of work of the Contract.
3. All pumps shall be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
5. Remove snow and ice as required to minimize accumulations.

3.7 TEMPORARY FIELD OFFICE FOR CONTRACTOR:

A. The Contractor shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.

B. The field office shall be located where it will not interfere with the progress of any part of the work or with visibility of traffic control devices.

C. CONTRACTOR'S REPRESENTATIVE: In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.

D. Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.

E. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.

F. CONTRACTOR'S SIGN - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving full name of the company, address of the company and telephone number(s) of responsible representative(s) of the firm who can be reached in event of an emergency at any time.

G. ADVERTISING PRIVILEGES - The City reserves the right to all advertising privileges. The Contractor shall not cause any signs of any kind to be displayed at the site unless specifically required herein or authorized by the Commissioner.

3.8 DDC FIELD OFFICE:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 A

A. OFFICE SPACE IN EXISTING BUILDING:

1. The Resident Engineer will arrange for office space for sole use in the building where work is in progress. The Contractor shall provide and install a lockset for the door to secure the equipment in the room. The Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor shall replace the original lockset on the door and ensure its proper operation.
2. In addition to equipment specified in Sub-Section 3.8 D, the Contractor shall provide, for exclusive use of the DDC Field Office, the following:
   a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15" x 18" x 78" overall including 6" legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52"H x 28 ½"D x 18"W.
   b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall be minimum No. 12 AWG fed from individual circuits in the fuse box.
   c. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
   d. Two (2) metal wastebaskets.
   e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
   f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the project as required.
3. The Contractor shall provide one (1) telephone, where directed and shall pay all costs for telephone service for calls within the New York City limits for the duration of the project.
4. All furniture and equipment, except computer equipment specified in Sub-Section 3.8 D.3, shall remain the property of the Contractor.
5. Computer Workstation quantities shall be provided as specified in Sub-Section 3.8 B 3-a for DDC Managed Projects, or Sub-Section 3.8 B 3-b for CM Managed Projects.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B

B. DDC FIELD OFFICE TRAILER:

1. GENERAL: The Contractor shall, for the time frame specified herein, provide and maintain at its own cost and expense a DDC Construction Field Office and all related items as specified herein [hereinafter collectively referred to as the "DDC Field Office"] for the exclusive use of the Resident Engineer. The DDC Field Office shall be located at the Project site and shall be solely dedicated to the Project. Provision of the DDC Field Office shall commence within THIRTY (30) days from Notice to proceed and shall continue through forty-five (45) days after Substantial Completion of the required construction at the Project site. The Contractor shall remove the DDC Field Office forty-five (45) days after Substantial Completion of the required construction, or as otherwise directed in writing by the Commissioner.
2. TRAILER: The Contractor shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor shall install and connect all utility services to the

trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer shall be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in Sub-Section 3.8D.3 herein, shall remain the property of the Contractor.

3. Trailer shall be an office type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction shall be minimum 2 x 4 wall construction fully insulated with paneled interior walls, pre-finished gypsum board ceilings and vinyl tile floors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8.B.3a or SUB-SECTION 3.8.B.3b.

a. DDC Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
   1) Overall length: 32 Feet
      Overall width: 10 Feet
   2) Interior Layout:
      Provide one (1) general office/conference room area and one (1) private office at one end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
   3) Computer Workstation: Provide one (1) complete computer workstation, as specified in Sub-Section 3.8.D herein, in the private office area as directed by the Resident Engineer.

b. CM Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
   1) Overall length: 50 Feet
      Overall width: 10 Feet
   2) Interior Layout:
      Provide one (1) large general office/conference room in the center of the trailer and two (2) private offices, one (1) each at either end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
   3) Computer Workstation:
      Provide three (3) complete computer workstations as specified in Sub-Section 3.8.D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.

4. The exterior of the trailer shall be lettered with black block lettering of the following heights with white borders:

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-3/4"
DIVISION OF PUBLIC BUILDINGS	3-1/2"
DDC FEILD OFFICE	2-1/2"

NOTE: In lieu of painting letters on trailer the Contractor may substitute a sign constructed of a good quality weatherproof material with the same type and size of lettering above.

5. All windows and doors shall have aluminum insect screens. Provide wire mesh protective guards at all windows.

6. The interior shall be divided by partitions into general and private office areas as specified herein. Provide a washroom located adjacent to the private office and a built-in wardrobe closet opposite the washroom. Provide a built-in desk in the private office(s) with fixed overhead shelf and clearance below for two (2) file cabinets.

7. Provide a built-in drafting or reference table, located in the general office/conference room, at least 60 inches long by 36 inches wide with cabinet below and wall type plan rack at least 42 inches wide.
8. The washroom shall be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies and a toilet roll tissue holder. Plumbing and fixtures shall be approved house type, with each appliance trapped and vented and a single discharge connection. Five (5) gallon capacity automatic electric heater for domestic hot water shall be furnished.
9. HVAC: The trailer shall be equipped with central heating and cooling adequate to maintain a temperature of 72 degrees during the heating season and 75 degrees during the cooling season when the outside temperature is 5 degrees F. winter and 89 degrees F. summer.
10. Lighting shall be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of 50 foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps shall be replaced by the Contractor. A minimum of four (4) duplex convenience outlets shall be provided in the open office and two (2) each in the private office(s). These outlets shall be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel shall be adequately sized for the entire trailer load. Provide dedicated circuits for HVAC units, hot water heater, copiers and other equipment as required. All wiring and installation shall conform to the New York City Electrical Code.
12. The following movable equipment shall be furnished:
    a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks and two (2) full ball bearing two (2) drawer vertical legal filing cabinets in each private office located below built-in desk.
    b. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
    c. Three (3) metal wastebaskets.
    d. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
    e. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Contract as required.
13. TRAILER TEMPORARY SERVICE: Plumbing and electrical work required for the trailer will be furnished and maintained as below.

    a. PLUMBING WORK: The Contractor shall provide temporary water and drainage service connections to the DDC Field Office trailer for a complete installation. Provide all necessary soil, waste, vent and drainage piping.

       Contractor to frost-proof all water pipes to prevent freezing.
       1) REPAIRS, MAINTENANCE: The Contractor shall provide repairs for the duration of the project until the trailer is removed from the site.
       2) DISPOSITION OF PLUMBING WORK: At the expiration of the time limit set forth in Sub-Section 3.8 B 1 herein, the temporary water and drainage connections and piping to the DDC Field Office trailer shall be removed by the Contractor and shall be plugged at the mains. All piping shall become the property of the Contractor for Plumbing Work and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the Contractor.

    b. ELECTRICAL WORK:
       1) The Contractor shall furnish, install and maintain a temporary electric feeder to the DDC Field Office trailer immediately after it is placed at the job site.
       2) The temporary electrical feeder and service switch/fuse shall be adequately sized based on the trailer load and installed per the New York City Electrical Code and complying with utility requirements.

3) Make all arrangements and pay all costs to provide electric service.
4) The Contractor shall pay all costs for current consumed and for maintenance of the system in operating condition, including the furnishing of the necessary bulb replacements lamps, etc., for the duration of the project and for a period of forty-five (45) days after the date of Substantial Completion.
5) Disposition of Electric Work: At the expiration of the time limit set forth, the temporary feeder, safety switch, etc., shall be removed and disposed of as directed.
6) All repair work due to these removals shall be the responsibility of the Contractor.

c. MAINTENANCE
1) The Contractor shall provide and pay all costs for regular weekly janitor service and furnish toilet paper, sanitary seat covers, cloth towels and soap and maintain the DDC Field Office in first-class condition, including all repairs, until the trailer is removed from the site.
2) Supplies: The Contractor shall be responsible for providing (a) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (b) all supplies in connection with required computers and printers, including without limitation, an adequate supply of blank CD's/DVD's, storage boxes for blank CDs/DVDs, and paper and toner cartridges for the printer.
3) Risk of Loss: The entire risk of loss with respect to the DDC Field Office and equipment shall remain solely and completely with the Contractor. The Contractor shall be responsible for the cost of any insurance coverage determined by the Contractor to be necessary for the Field Office.
4) At forty-five (45) days after the date of Substantial Completion, or sooner as directed by the Commissioner, the Contractors shall have all services disconnected and capped to the satisfaction of the Commissioner. All repair work due to these removals shall be the responsibility of the Contractor.

d. TELEPHONE SERVICE: The Contractor shall provide and pay all costs for the following telephone services for the DDC Field Office trailer:
1) Separate telephone lines for one (1) desk phone in each private office.
2) One (1) wall phone (with six (6) foot extension cord) at plan table.
3) Separate telephone lines for the fax machine and internet access in each private office. Telephone service shall include voice mail.
4) A remote bell located on outside of trailer
5) The telephone service shall continue until the trailer is removed from the site.

e. PERMITS: The Contractor shall make the necessary arrangements and obtain all permits and pay all fees required for this work.

C. RENTED SPACE: The Contractor has the option of providing, at its cost and expense, rented office or store space in lieu of trailer. Said space shall be in the immediate area of the Project and have adequate plumbing, heating and electrical facilities. Space chosen by the Contractor for the DDC Field Office must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations specified in Sub-Section 3.8 D in quantities required as specified in Sub-Section 3.8 B 3 for the DDC Field Office trailer, shall also apply to rented spaces.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D

D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:
1. The Contractor shall provide a high volume copy machine (50 copies per minute) for paper sizes 8½ x 11, 8½ x 14 & 11 x 17. Copier shall remain at job site until the DDC Field office trailer is removed from the site.

2. The Contractor shall furnish a fax machine and a telephone answering machine at commencement of the project for the exclusive use of the DDC Field Office. All materials shall be new, sealed in manufacturer's original packaging and shall have manufacturers' warrantees. All items shall remain the property of the City of New York at the completion of the project.

3. COMPUTER WORKSTATION: The Contractor shall provide one complete computer workstation, in quantities specified in Sub-Section 3.8.B.3, as specified herein:

   a. Hardware/Software Specification:

      1) Computer Equipment - Computers shall be provided for all contracts that have a Total Consecutive Calendar Days for construction duration as set forth in Schedule "A" of 180 CCD's or greater. Contracts of lesser duration shall not require computers.

      2) Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Specific Requirements, contained herein, shall remain the property of the City of New York at the completion of the project and shall meet the following minimum requirements:

      3) Personal Computer(s) – Each Workstation Configuration.

a)	Make and Model:	Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
b)	Processor:	i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
c)	System RAM:	Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
d)	Hard Disk Drive(s):	500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
e)	CD-RW:	Internal CD-RW, 48x Speed or faster.
f)	16xDVD+/-RW	DVD Burner (with double layer write capability) 16x Speed or faster
g)	I/O Ports:	Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
h)	Video Display Card:	HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
i)	Monitor:	22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
j)	Available Exp. Slots:	System as configured above shall have at least two (2) full size PCI Slots available.
k)	Network Interface:	Integrated 10/100/1000 Ethernet card.
l)	Other Peripherals:	Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
m)	Software Requirement:	Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010 or 2013; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft

Visio Standard Edition, as directed by the Resident Engineer.

4) DDC Field Office Specs: DDC Field Offices requiring computers shall be provided with the following:
   a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Upload Speeds (*Minimum*)**
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

   This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).
   b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size)
   c) All necessary cabling for equipment specified herein.
   d) Storage Boxes for Blank CD's
   e) Printer Table
   f) UPS/Surge Suppressor combo

5) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.

6) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.

7) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Resident Engineer.

8) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.

9) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of Information Technology Services at 718-391-1761.

10) Ownership: The equipment specified above shall, unless otherwise directed by the Commissioner, be the sole property of the City of New York upon delivery to the DDC Field Office. The Contractor shall prepare and maintain an accurate inventory of all equipment which it purchases for the DDC Field Office. Such inventory shall be provided to the City of New York. Upon completion of the

required services, as directed by the Commissioner, the Contractor shall turn such equipment over to the City of New York.

E. HEAD PROTECTION (HARD HATS):
1. The Contractor shall provide a minimum of 10 standard protective helmets for the exclusive use of Department of Design and Construction personnel and their visitors. Helmets shall be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

3.9 MATERIAL SHEDS:

A. Material sheds used by the Contractor for the storage of its materials shall be kept at locations which will not interfere at any time with the progress of any part of the work or with visibility of traffic control devices.

B. Store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

A. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

B. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
   a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.
7. Provide walk-off mats at each entrance through temporary partition.

3.12 TEMPORARY FIRE PROTECTION:

A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

B. Prohibit smoking in all areas.

C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

D. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

E. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 WORK FENCE ENCLOSURE:

A. The Contractor shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings or required by the work enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor.

B. WOOD FENCE shall be 7'-0" high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured minimum 1/2 inch thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.

1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
2. PAINTING - The fence and gates shall be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.

C. CHAIN-LINK FENCING shall be minimum 2-inch thick, galvanized steel, chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.

D. 1. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
2. Should the fencing be required to be relocated during the course of the Contract, it shall be done by the Contractor at no additional cost to the City.
3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks and curbs.
4. Where required, make provision for fire hydrants, lampposts, etc.
5. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

3.14 RODENT AND INSECT CONTROL:

A. DESCRIPTION: The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. Special attention should be paid to the following conditions or areas:

1 Wet areas within the project area, including all temporary structures.
2 All exterior and interior temporary toilet structures within the project area.
3 All Field Offices and shanties within the project area of all subcontractors and DDC.
4 Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity, that would cause breeding of rodents or the insects herein specified.
5 Any other portion of the premises requiring such special attention.

B. MATERIALS:

1 All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of State and Federal agencies pertaining to such chemical and/or materials.

C. PERSONNEL:

1 All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.

D. METHODS:

1. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor's activities, which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Resident Engineer.

E. RODENT CONTROL WORK:

1 In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75) feet of all stream banks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.
2 In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.
3 At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait in tamper proof bait stations, as directed above, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.
4 The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.
5 It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, shall take appropriate actions, like baiting, trapping, proofing, etc., to remedy the source of complaint within the next six (6) hours of normal working time which is defined herein for the purposes of this section as 7 A.M. to 6 P.M. on Mondays through Saturdays.
6 Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

1 The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

2 Prior to application of any chemicals, the Contractor shall furnish to the Commissioner copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

G. RECORDS

1. The Contractor shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management (IPM) techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

3.15 PLANT PEST CONTROL REQUIREMENTS and TREE PROTECTION REQUIREMENTS:

A. Plant Pest Control Requirements: The Contractor and its subcontractors, including the Certified Arborist described below, shall comply with all Federal and New York State laws and regulations concerning Asian Longhorned Beetle (ALB) management, including protocols for ALB eradication and containment promulgated by the New York State Department of Agriculture and Markets (NYSDAM). The Contractor is referred to: (1) Part 139 of Title 1 NYCRR, Agriculture and Markets Law, Sections 18, 164 and 167, as amended, and (2) State Administrative Procedure Act, Section 202, as amended.

1. All tree work performed within the quarantine areas must be performed by New York State Department of Agriculture and Markets (NYSDAM) certified entities. Transportation of all host material, living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, stumps, roots, branches and debris of a half inch or more in diameter from the quarantine areas is prohibited unless the Contractor or its sub-contractor performing tree work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement shall be strictly complied with. Any host material so removed shall be delivered to a facility approved by NYSDAM. For the purpose of this contract host material shall be ALL species of trees.

2. Any host material that is infested with the Asian Longhorned Beetle must be immediately reported to NYSDAM for inspection and subsequent removal by either State or City contracts, at no cost to the Contractor.

3. Prior to commencement of tree work, the Contractor shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the Contractor or its sub-contractor performing tree work. If any host material is transported from the quarantine area the Contractor shall immediately provide the Commissioner with a copy of the New York State 'Statement of Origin and Disposition' and a copy of the receipt issued by the NYSDAM approved facility to which the host materials are transported.

4. Quarantine areas, for the purpose of this contract shall be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree work, the Contractor shall contact the

NYC Department of Parks & Recreation's Director of Landscape Management at (718) 699-6724, to determine the limits of any additional quarantine areas that may be in effect at the time when tree work is to be performed. The quarantine area may be expanded by Federal and State authorities at any time and the Contractor is required to abide by any revisions to the quarantine legislation while working on this contract. For further information please contact: NYSDAM (631) 288-1751.

B. Tree Protection Requirements: The Contractor shall retain a Certified Arborist, as defined by New York City Department of Parks and Recreation (NYCDPR) regulations, to provide the services described below.

1. Surveys and Reports: The Certified Arborist shall, at the times indicated below, conduct a survey and prepare a plant material assessment report which includes: (1) identification, by species and pertinent measurements, of all plant material located on the project site, or in proximity to the project site, as described below, including all trees, significant shrubs and/or planting masses; (2) identification and plan for the containment of plant pests and pathogens, including the ALB, as described in paragraph A above; (3) evaluation of the general health and condition of any infected plant material.

2. Frequency of Reports: The Certified Arborist shall conduct a survey and provide a plant material assessment report at two (2) points in time: (1) prior to the commencement of construction work; and (2) at the time of substantial completion. In addition, for projects exceeding 24 months in duration, the Certified Arborist shall conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report shall be submitted to the Resident Engineer within two (2) weeks of the survey.

3. Proximity to Project Site: Off-site trees, significant shrubs and/or planting masses shall be considered to be located in proximity to the project site under the circumstances described below.

   a. The tree trunk, significant shrub, or primary cluster of stems in a planting mass is within 50 (fifty) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
   b. Any part of the tree or shrub stands within 50 (fifty) feet of: (a) a path for site access for vehicles and/or construction equipment; or (b) scaffolding to be erected for construction activity, including façade remediation projects.
   c. The Certified Arborist determines that the critical root zone (CRZ) of an off-site tree, significant shrub, or primary cluster of stems in a planting mass extends into the project site, whether or not that plant material is located within the 50-foot inclusionary perimeter as outlined above.

4. Tree Protection Plan: The Certified Arborist shall prepare, and the Contractor shall implement, a Tree Protection Plan, for all trees that may be affected by any construction work, excavation or demolition activities, including without limitation, (1) on-site trees, (2) street trees, as defined below, (3) trees under NYCDPR jurisdiction as determined by the Department of Transportation, and (4) all trees that are located in proximity to the project site, as defined above. The Tree Protection Plan shall comply with the NYC DPR rules, regulations and specifications. The Contractor is referred to Chapter 5 of Title 56 of the Official Compilation of the Rules of the City of New York. Copies of the Tree Protection Plan shall be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under NYCDPR jurisdiction shall be in addition to any tree protection requirements specified or required for the project site. For the purpose of this article, a "street tree" means the following: (1) a tree that stands in a sidewalk, whether paved or unpaved, between the curb lines or lateral lines of a roadway and the adjacent property lines

of the project site, or (2) a tree that stands in a sidewalk and is located within 50 feet of the intersection of the project's site's property line with the street frontage property line.

C. No Separate Payment. No separate payment shall be made for compliance with Plant Pest Control Requirements or Tree Protection Requirements. The cost of compliance with Plant Pest Control Requirements and Tree Protection Requirements shall be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

A. The Contractor shall provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.

B. In order to properly convey notice to persons entering upon a City construction site, the Contractor shall furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

C. If no construction fence exists at the site, this notice shall be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).

D. Provide temporary, directional signs for construction personnel and visitors.

E. Maintain and touch up signs so that they are legible at all times.

3.17 PROJECT CONSTRUCTION SIGN AND RENDERING:

A. PROJECT SIGN:

1 Responsibility: The Contractor shall produce and install one (1) project sign which shall be posted and maintained upon the site of the project at a place and in a position directed by the Commissioner. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of the completed sign for approval by the Commissioner.

2 Sign Quality: The Contractor shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.

3 Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.

4 Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.

5 Sign construction:

a. Frame: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.

b. Edging: U-shaped, 22 gauge aluminum edging, with a white enameled finish to match sign

background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall be 1" inch (overlap to sign panel face) x 1 3/4" (or as required across frame depth) x 1" (back overlap).

c. Sign Panel: 4' x 8' panel shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.

d. Fastening: Fasten sign panel to wood frame using cadmium plated no. 8 sheet metal screws at ½" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.

6 Sign Graphics:

a. A digital file of the project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.

b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SETION 3.17 B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. A digital file of the project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Sub-Section 3.17.A above for the Project Sign. A color match print proof from the sign manufacturer of the Rendering Sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The Rendering Sign is to be posted at the same height as the Project Sign. Where possible, the Rendering Sign shall be mounted with a perfect match of the short sides of the rectangle so that the Rendering Sign and the Project Sign together will create one long rectangle.

2. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project rendering away from the site.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18

3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor shall provide competent Security Guard Service on the site, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of

materials or construction set-up. The Contractor shall continue to provide such Security Guard Service until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. Throughout the specified time period, there shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 24 hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day which is a regular working day for a majority of the trade subcontractors. This exception during the working day shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during his/her tour of duty, perform the duties of Fire Guard in addition to his/her security obligations.
3. Should the Commissioner find that any Security Guard is unsatisfactory; such guard shall be replaced by the Contractor upon the written demand of the Commissioner.
4. Each Security Guard furnished by the Contractor shall be instructed by the Contractor to include in his/her duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor shall provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of the Contractor and each subcontractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.

B. COSTS - The Contractor shall employ Security Guards/Fire Guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the site. All costs for Security Guards/Fire Guards shall be borne by the Contractor.

C. RESPONSIBILITY - The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.19 SAFETY:

A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the work, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00

No Text

SECTION 01 54 11
TEMPORARY ELEVATORS AND HOISTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
   1. Temporary Use, Operation and Maintenance of Elevators during Construction
      a. For New buildings up to 15 Stories
      b. For New buildings over 15 Stories
      c. For Existing Buildings
   2. Temporary Construction Hoists and Hoist ways (For Material and Personnel)

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 42 00 REFERENCES
C. Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS
D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
E. Section 01 77 00 CLOSE OUT PROCEDURES

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.1

3.1 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDINGS UP TO AND INCLUDING 15 STORIES:

A. INSTALLATION: The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, one (1) selected main elevator for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevator in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevator and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor shall be responsible for all costs in connection with the temporary elevator, including without limitation: (1) installing and operating the temporary elevator, (2) maintaining the temporary elevator in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevator, (4) replacing the temporary elevator or any equipment or parts utilized in connection therewith, if required, due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevator, (6) providing all electric power required to operate the temporary elevator, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevator, and (8) providing all labor for the operation and maintenance of the temporary elevator, including on an overtime basis if necessary. The total Contract Price shall include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.

D. COMMENCEMENT OF SERVICE: The Contractor shall begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed the following work shall have been completed:

1. The shaft shall have been completely enclosed by either the permanent or a temporary enclosure meeting the requirements of the law.
2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks and any necessary approved wire mesh barricades for adjacent shaft ways.
4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

E. ELECTRICAL INSTALLATION: The Contractor, not later than 20 calendar days after the machine room roof slab or that portion of its surrounding the elevator has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the machine room to the low voltage transformers and car light outlets in the center of shaft way and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

F. REMOVAL: When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as required under the Contract.

G. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection deems it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables and new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

H. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned. Where lubricated rails are used they shall be washed down. If roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.

I. LIMITATIONS ON USE: The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

J. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide the temporary elevator service described in this section beginning with the 41st working day after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDING OVER 15 STORIES:

A. INSTALLATION: The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, two (2) selected main elevators for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevators in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevators and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use. The two (2) elevators shall not be operated simultaneously.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevators and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor shall be responsible for all costs in connection with the temporary elevators, including without limitation: (1) installing and operating the temporary elevators, (2) maintaining the temporary elevators in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevators, (4) replacing the temporary elevators or any equipment or parts utilized in connection therewith, if required due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevators, (6) providing all electric power required to operate the temporary elevators, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevators, and (8) providing all labor for the operation and maintenance of the temporary elevators, including on an overtime basis if necessary. The total Contract Price shall

include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

D. LOW RISE ELEVATOR: The Contractor shall begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (30 working days) after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, five (5) working days, after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped the following work shall have been completed:

1. The shaft shall have been completely enclosed up to the 12th Floor by either the permanent or a temporary enclosure meeting the requirements of the law.

2. A temporary machine room enclosure shall have been provided at the 11th Floor and shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.

3. There shall have been installed on all floors up to and including the 9th Floor at the shaft entrances to the elevator, solid substantial wood frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.

4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

E. ELECTRICAL INSTALLATION: The Contractor not later than 10 calendar days after the 12th Floor slab or that portion of it surrounding the elevator, has been poured and stripped, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the temporary machine room, to the low voltage transformers and car light outlets in the center of the shaftway and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer.

F. HIGH RISE ELEVATOR: The Contractor shall begin to provide temporary elevator service to all floors, using a selected main passenger elevator, no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed, the following work shall have been completed:

1. The shaft shall have been completely enclosed by either the permanent or temporary enclosure, meeting the requirements of the law.

2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.

3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.

4. There shall have been furnished and installed, solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

G. ELECTRICAL INSTALLATION: The Contractor, not later than 20 calendar days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the high rise elevator to be used for

temporary service and shall have connected such feeders to the terminals on the motor-generator starter panels or controllers in the machine room, to the signal circuits low voltage transformers for the annunciators and car light outlets in the center of shaft way. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

H. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.

I. REMOVAL: When one (1) or more elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as required under the Contract.

J. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection determines it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

K. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be removed from the rails. The full cost of parts replacement cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.

L. LIMITATIONS ON USE: The temporary elevators shall not be used during their operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

M. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide the temporary elevator service described in this Section beginning with the 31st working day after the 12th Floor slab, or that portion of the 12th Floor slab surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR EXISTING BUILDINGS:

A. The Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction over the work at the Project. The operation of the temporary elevator and all equipment and/or parts utilized in

connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

D. LIMITATIONS ON USE: The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

E. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide elevator services described in this section beginning with 15 consecutive calendar days from Notice to Proceed. This charge will be deducted from any amount due and owing to the Contractor.

3.4 TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):

A. RESPONSIBILITY: The Contractor shall provide adequate numbers of material hoists for the most expeditious performance of all parts of the work including the work of all its subcontractors.

B. LOCATIONS: No hoists shall be constructed at such locations as will interfere with, or affect the construction of, floor arches, or the work of subcontractors. The hoists may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. The hoists shall be located a sufficient distance from the exterior walls and be so protected as to prevent any of the permanent work from being damaged, stained or marred.

C. ELEVATOR SHAFT: Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoist ways, providing such use complies with the requirements of the Building Code of the City of New York and has been approved by the Commissioner, and providing further it entails no interference with the progress of the work.

D. PROTECTION FOR INTERIOR HOISTS: All interior material hoist ways shall be enclosed on each floor and shall be adequately protected with appropriate safety guards. In no event shall the protection be less than that required by law.

END OF SECTION 01 54 11

SECTION 01 54 23
TEMPORARY SCAFFOLDING AND PLATFORMS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Section 01 35 26: Safety Requirements Procedures.

C. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements*". This document is included in the Information for Bidders.

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Temporary Scaffolding and Platforms, including:

1. Conformance
2. Responsibility
3. Jobsite Documentation and Submittals
4. Inspections

B. This Section governs ALL scaffold used on DDC project sites including, but not limited to, Suspended Scaffold, Supported Scaffold and Sidewalk Sheds.

1.3 CONFORMANCE:

A. Unless otherwise indicated, the Contractor is responsible for providing, erecting, installing and maintaining all temporary scaffolding and platforms which shall comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the NYC Building Code, NYC Local Law 52 of 2005, OSHA Construction Standard 1926 Subpart L, and furnishing the items and personnel set forth in this section.

1.4 RESPONSIBILITY:

A. Jobsite Safety Coordinator: The Contractor shall designate and employ a Jobsite Safety Coordinator, who shall be a competent person, who shall have a daily presence on the project site during scaffold use. This designee must possess and maintain a valid New York City Department of Buildings supported scaffold certificate of completion. An alternate shall also be designated, in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator shall:

1. Verify completeness of documentation and submittals (as described below).
2. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected.
3. Monitor trades using scaffold.
4. Limit access to scaffold areas that are tagged for non-use.
5. Inform trades of scaffold load limitations.
6. Monitor loading of decks.
7. Verify that any ties that are temporarily removed are properly restored in the same shift.
8. Verify that outriggers and planks that are moved are properly set up and secured.
9. Verify that all scaffold decks in use have proper access/egress.
10. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards.

11. Notify appropriate parties, including but not limited to the Resident Engineer, site safety coordinator / monitor, site safety consultant, scaffold users, contractor and the scaffold engineer, of misuses, non-conformances, hazards and accidents.
12. Keep a log of significant actions and events connected with the scaffolding.

B. The Contractor shall be responsible for erecting, maintaining and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the New York City Building Code, OSHA and the Contract documents, including the specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.

C. The Contractor shall require the subcontractor responsible for erecting the scaffolding to engage a Scaffold Engineer, licensed as a professional engineer by the State of New York. The Scaffold Engineer shall be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the New York City Building Code and OSHA, (2) that the design comports with the capabilities of the components and the characteristics of the site, (3) that scaffold loads on the host building, including netting, have been properly considered, and (4) that the design documents provide accurate information for erectors and users.

D. Scaffold users are trade contractors assigned to work on the scaffold. Training certificates from a New York City Department of Buildings approved training provider are mandatory. These users have the duty to become familiar with the New York City Building Code and OSHA requirements germane to users, to obey the instructions of the Jobsite Safety Coordinator and to inform the Jobsite Safety Coordinator of known hazards, non-conformances or violations.

1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:

The Contractor shall prepare, obtain and submit the following to the Resident Engineer:

A. NYC Department of Buildings permit(s) for scaffold and sidewalk sheds (as applicable) including filing applications signed and sealed by a Professional Engineer licensed in the State of New York;

B. Site logistics plan / site safety plan;

C. Installation drawing(s), design and product data to be provided for **all** scaffold(s) and shed(s) must include, at a minimum:

1. Plan(s);
2. Elevation(s);
3. Duty load designation; "standard" (150 psf live load) or "heavy duty" (300 psf live load).
4. Details including base support, anchors and ties;
5. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal.
6. Anchorage into sound material.
7. Load limits based on pull tests;
8. Specifications for pull test(s), method, proof load and the number of trials;
9. Elevations, levels or heights, where anchorage is made into masonry;
10. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
11. Samples for anchors, ties and netting;
12. Sequence of operations for erection and demolition;
13. Location plan, heights, widths, "jumps" over doorways and driveways;
14. Specify size, maximum span and maximum spacing of headers and stringers;
15. Specify legs, girts, braces, nailing and connections;
16. All sidewalk sheds shall be designed, engineered, signed and sealed by a Professional Engineer licensed in the State of New York;
    a. Generic (not job specific) engineering drawings are satisfactory for standard sheds and arrangements.

b. Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

1.6 INSPECTIONS:

A. Signed inspection reports shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the project.

B. Pull testing shall be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer shall specify the test method, proof load and the number of trials.

C. Sidewalk sheds shall be inspected after initial installation, major modification, or damage and thence every three months. Inspections shall be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.

D. Scaffolds shall be inspected by the Scaffold Engineer during erection, post-erection and prior to use and thence every three months. The Scaffold Engineer shall repeat inspections after major alteration/modification, damage.

E. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling, and the condition and integrity of the sidewalk sheds after high winds, major storms and at least once per month during usage.

F. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling at least weekly, and the condition and integrity of the scaffold after high winds, major storms and at least once per month during usage.

G. Scaffolds and Sidewalk Sheds shall be inspected daily by the Jobsite Safety Coordinator or alternate prior to use by scaffold users. The inspection results must be recorded in the maintenance log, and be available on-site at all times.

H. At the completion of the project, submit all inspection documents as Miscellaneous Record Documents in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.

1.7 LADDERS AND STAIRS:

A. The Contractor shall provide and maintain ladders or temporary stairs extending from the street to the first story, and to and from every floor and roof level of the project.

1.8 ACCESS AND EXITS:

A. The ladders or temporary stairs shall be of acceptable size, number and location, so that proper and convenient access may be had by those required to proceed to and from all parts of the project.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 54 23

No Text

SECTION 01 73 00
EXECUTION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes general procedural requirements governing execution of the Work including without limitation the following:

1. Delivery of Materials
2. Contractor's Superintendent
3. Surveys
4. Borings
5. Examination
6. Environmental Assessment
7. Preparation
8. Deferred Construction
9. Installation
10. Permits
11. Transportation
12. Sleeves and Hangers
13. Sleeve and Hanger Drawings
14. Cutting and Patching
15. Location of Partitions
16. Furniture and Equipment
17. Removal of Rubbish and Surplus Material
18. Cleaning
19. Security And Protection of Work Site
20. Maintenance of Site and Adjoining Property
21. Maintenance of Project Site
22. Safety Precautions for Control Circuits
23. Obstructions in Drainage Lines

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 33 00	SUBMITTAL PROCEDURES
D.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 QUALITY ASSURANCE:

A. Land Surveyor Qualifications: A professional land surveyor who is licensed in the State of New York and who is experienced in providing land-surveying services of the kind indicated.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 DELIVERY OF MATERIALS:

A. Material Orders: The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner when materials have been delivered to the site and in what quantities.

B. Ample Quantities: The Contractor shall deliver materials in ample quantities to insure the most prompt and uninterrupted progress of the work so as to complete the work within the Contract time.

C. Containers: The manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.

D. Deliveries: The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the work.

E. Handling: The Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage.

1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
2. Promptly return damaged shipments or incorrect orders to manufacturer.
3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed work.

F. Storage: Store products in accordance with provisions of Article 3.1, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.

G. Stacking: All materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.

H. Overloading: If authority is given to store materials in any part of the project area, they shall be so stored as to cause no overloading.

I. No Interference: If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the work or interfering with the work to be done by any trade subcontractor, the Contractor shall remove and restack such materials at no additional cost to the City.

3.2 CONTRACTOR'S CONSTRUCTION SUPERINTENDENT:

A. Contractor's Construction Superintendent: The Contractor shall devote its time and personal attention to the work and shall employ and retain at the project site, from the commencement until the entire completion of the work, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent shall be registered with the New York City Department of Buildings in compliance with the Construction Superintendent Rule of the City of New York and shall be competent and capable of maintaining proper supervision and care of the work and shall be acceptable to the Commissioner. The Construction Superintendent shall, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, shall see that the instructions of the Commissioner are carried out.

B. Replacement: The Contractor's Construction Superintendent on the job shall not be changed or removed without the consent of the Commissioner.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 SURVEYS:

A. Line and Grade: The City will establish a baseline and bench mark near the site of the work for use of the Contractor in connection with the performance of the work.

B. Responsibility: The Contractor shall establish all other lines and elevations required for its work and shall be solely responsible for the accuracy thereof.

C. Safeguard All Points: The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the work, shall re-establish same if disturbed and bear the entire expense of rectifying the work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, or marks.

D. City Monuments and Markers: No work shall be performed near City monuments or marks so as to disturb them until the said monuments or marks have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.

E. Foundations: The Contractor shall furnish certification from a licensed Surveyor that all portions of the foundation work are located in accordance with the Contract Drawings and at the elevations required thereby. This certification shall show the actual locations and the actual elevations of all the work in relation to the locations and elevations shown on the Contract Drawings, including but not restricted to the following:

1. The locations and elevations of all piles, if any.
2. Elevations of tops of all spread footings, tops of pile caps, and tops of all foundation walls, elevator pit walls and ramp walls.
3. Location of all footing centers and pier centers including those for exterior wall columns.
4. Location of all foundation walls including wall columns, elevator pit walls and ramp walls.

F. Wall Lines: After the first courses of masonry or stone have been laid, the Contractor shall establish the permanent lines of exterior walls. The Contractor shall furnish promptly, certification from a licensed Surveyor, in the form of signed original drawings showing the exact location of such wall lines, of all portions of all structures. Except at its own risk, the Contractor shall not proceed further with the erection of walls until the Surveyor's certification has been submitted and verified for correct location of wall lines.

G. Surveyor: The Surveyor selected for any of the purposes mentioned in Paragraph E and Paragraph F above, and Paragraph I below, shall be a land Surveyor licensed in the State of New York and shall be subject to the approval of the Commissioner. The Surveyor shall not be a regular employee of the Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the Contractor in laying out any work, it being intended that the Surveyor's certification shall represent an independent and disinterested verification of such layout. The Surveyor shall report to the Department of Design and Construction's Resident Engineer each time upon arrival to and departure from the site and review with the Resident Engineer the data required for the project.

H. Final Certification: Final certification shall be submitted upon completion of the work or upon completion of any subdivision of the work as directed by the Commissioner. Any exceptions or deviations from the drawings shall be noted on the final certificate and there shall be included any maps, plates, notes, pertinent documents and data necessary, in the opinion of the Commissioner, to constitute a full and complete report.

I. Final Survey: The Contractor shall submit to DDC for submission to the Department of Buildings a final Survey by the licensed Surveyor showing the location of the new Structure, before completion of the Structure. This Survey shall show the location of the first tier of beams or of the first floor; the finish grades of the open spaces on the plot; the established curb level and the location of all other Structures on the plan, together with the location and boundaries of the lot or plot upon which the Structure is constructed, curb cuts, all yard dimensions, etc.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 BORINGS:

A. The work of this article shall be the responsibility of the Contractor unless otherwise indicated.

B. Reference Drawings: The Boring Drawings as listed on the title sheet are for information to the bidder and are to be used under the conditions as follows:

1. Boring Logs: shown on the Boring Drawings, record information obtained under engineering supervision in the course of exploration carried out by or under the direction of forces of the Department of Design and Construction at the site.

2. Soils and Rock Samples: All inferences are drawn from the indications observed as made by engineering and scientific personnel. All such inferences and all records of the work including soil samples and rock cores, if any, are available to bidders for inspection.

3. Certification of Samples: The City certifies that the work was carried out as stated, and that the soil samples and rock cores, if any were referred to, were actually taken from the site at the times, places and in the manner indicated. The samples are available for inspection in the Department of Design and Construction Subsurface Exploration Section.

4. Bidder's Responsibility: The bidder, however, is responsible for any conclusions to be drawn from the work. If the bidder accepts those of the City, it must do so at its own risk. If the bidder prefers not to assume such risk, the bidder is under the obligation of employing its own experts to analyze the available information, and must be responsible for any consequences of acting on their conclusions.

5. Continuity Not Guarantee: The City does not guarantee continuity of conditions shown at actual boring locations over the entire site. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface and the bidder is required to estimate the influence of such features from its own inspection of the site.

3.5 EXAMINATION:

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground utilities and other construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with the subcontractor responsible for installation or application present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.6 ENVIRONMENTAL ASSESSMENTS:

A. City Responsibilities: An Environmental Assessment and survey is performed by the NYC DDC and its findings are included in the Contract Documents. In accordance with the NYC Administrative Code Title 15 Chapter 1 an asbestos survey is required to be performed by an Asbestos Investigator certified by the NYC Department of Environmental Protection (DEP) to identify the presence of asbestos containing material (ACM) prior to any alteration, renovation or demolition activity. The findings of such survey are required for the submission of approvals and permits issued by the NYC Department of Buildings (DOB). When the findings indicate that asbestos containing material is present and will be disturbed during the alteration, renovation or demolition activity then abatement design specifications will be incorporated into the contract documents. The Contractor shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.

B. Contractor Responsibility: The Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the Contractor to assess if lead based paint will be disturbed during the work in order to protect his/her workers and the building occupants from migration of lead dust into the air. The Contractor shall comply with all federal, state and local environmental waste disposal regulation which may be required during the work. The Contractor is required to hire licensed abatement and disposal companies for the requisite work.

3.7 PREPARATION:

A. Field Measurements: The Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.

B. The Contractor, before commencing work, shall examine all adjoining work on which its work is in any way dependent on good workmanship in accordance to the intent of the Specifications and the Contract

Drawings. The Contractor shall report to the Commissioner any condition that will prevent it from performing work that conforms to the required standard.

C. Existing Utility Information: Furnish information to the Commissioner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.8 DEFERRED CONSTRUCTION:

A. Where necessity for deferred construction is certified by the Commissioner, in order to permit the installation of any item or items of equipment required to be furnished and installed concurrent with the time allowed for doing and completing the work of the Contract, the Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.

B. The Contractor shall confer with the affected trade subcontractors and ascertain arrangements, time and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

3.9 INSTALLATION:

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work and work of trade subcontractors to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Design Consultant.

   2. Allow for building movement, including thermal expansion and contraction.

   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.10 PERMITS:

A. The Contractor shall comply with all local, state and federal laws, rules and regulations affecting the Work of this Project, including, without limitation, (1) obtaining all necessary permits for the performance of the Work prior to commencement thereof, and (2) complying with all requirements for the disposal of demolition and/or construction debris, waste, etc., including disposal in City landfills. The Contractor shall be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

A. Availability: It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, equipment and material and the conditions under which such use will be permitted.

B. Costs: If transportation facilities and dockage are available and are permitted to be used by the governmental agency having jurisdiction, the Contractor shall pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.

C. Vehicles: With respect to the use of vehicles on highways and bridges, the Contractor's attention is directed to the limitations set forth in the Rules of the City of New York, Title 34, Chapter 4, Section 4-15.

D. Continued Use: It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.12

3.12 SLEEVES AND HANGERS:

A. Coordinate with Progress Schedule: The Contractor shall promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the work in conformity with the requirements of the project.

B. Cooperation of Subcontractors: All subcontractors shall fully cooperate with each other in connection with the performance of the above work as "cutting in" new work is neither contemplated nor will it be tolerated.

C. Timeliness: In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other work. Upon the subsequent installation of the sleeves or other material, the Contractor shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor.

D. Inserts: The Contractor is to install strip inserts four (4) foot on center and perpendicular to beams in ceiling slabs of boiler, machine and mechanical equipment rooms. Inserts are to be installed for strippable concrete slabs only.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 SLEEVE AND PENETRATION DRAWINGS:

A. As soon as practicable after the commencement of work and when the order in which concrete for the first slabs, walls, etc. to be poured is determined, the Contractor shall submit to the DDC a sketch indicating the location and size of all penetrations for sleeves, ducts, etc. which will be required to accommodate the mechanical trades, in order to determine if such penetrations will materially weaken the project's structure. The sketch shall be stamped and returned if approved and/or comments will be transmitted. The Contractor shall continue to submit sketches as the pouring schedule and the concrete work progresses and, until approvals for the penetration sketches have been given. The Contractor shall not predicate its layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

A. Responsibility: The Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications.

B. Restore Work: The Contractor shall restore any work damaged during the performance of the work.

C. Competent Workers: All restoration work shall be done to the satisfaction of the Commissioner by competent workers skilled in the trade required by such restoration. If, in the judgment of the Commissioner, workers engaged in restoration work are incompetent, they shall be replaced immediately by competent workers.

D. Structural Elements: Do not cut and patch structural elements without the prior approval, in writing, of the Resident Engineer.

E. Operational Elements: Do not cut and patch operating elements and related components.

F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Commissioner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

G. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

H. Removals: The Contractor must remove from the premises all demolished materials of every nature or description resulting from cutting, patching and restoration work, in accordance with the requirements hereinafter stipulated under Sub-Section 3.17 herein and as further required in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.15

3.15 LOCATION OF PARTITIONS:

A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor shall immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

3.16 FURNITURE AND EQUIPMENT:

A. Responsibility: The Contractor is responsible for moving all loose furniture and/or equipment in all areas where the location of such furniture and/or equipment interferes with the proper performance of its work.

B. Protection: All such furniture and/or equipment must be adequately protected with dust cloths and returned to their original locations when directed to do so by the Resident Engineer.

3.17 REMOVAL OF RUBBISH AND SURPLUS MATERIALS:

A. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

B. Rubbish: Rubbish shall not be thrown from the windows or other parts of the project. Mason's rubbish, dirt and other dust-producing material shall be wetted down periodically.

C. Location: The Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood crating shall be broken up, neatly bundled, tied and stacked ready for removal and be deposited at a location designated on each floor.
   1. Comply with requirements in NYC Fire Department for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 degrees F (27 degrees C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

D. Laborers: The Contractor shall be responsible for the removal of all rubbish, etc., from the site. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Resident Engineer, and shall remove them from the site. The Contractor shall employ and keep engaged for this purpose an adequate number of laborers.

E. Surplus Materials: The Contractor shall remove from the site all surplus materials when there is no further use for same.

F. Tools And Materials: At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly removed.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

3.18 CLEANING:

A. The Contractor shall thoroughly clean all equipment and materials furnished and installed and shall deliver such materials and equipment undamaged in a clean and new appearing condition up to date of Final Acceptance.

B. Site: Maintain Project site free of waste materials and debris.

C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration up to date of Final Acceptance.

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration up to date of Final Acceptance.

3.19 SECURITY AND PROTECTION OF WORK SITE:

A. Provide protection of installed work, including appropriate protective coverings and maintain conditions that ensure installed Work is without damage or deterioration up to date of Final Acceptance.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Secure and protect work and work site against damage, loss, injury, theft and/or vandalism.

D. Maintain daily sign-in sheets of workers and visitors and make the sheets available to the Commissioner

3.20 MAINTENANCE OF SITE AND ADJOINING PROPERTY:

A. The Contractor shall take over and maintain the Project site, after order to start work.

B. The Contractor shall be responsible for the safety of the adjoining property, including sidewalks, paving, fences, sewers, water, gas, electric and other mains, pipes and conduits etc. until the date of Final Acceptance. The Contractor shall, at its own expense, except as otherwise specified, protect same and maintain them in at least as good a condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained and repaired to serviceable condition with materials to match existing.

D. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.

E. The Contractor shall also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

3.21 MAINTENANCE OF PROJECT SITE:

A. The Contractor shall take over and maintain all project areas, after order to start work.

B. Until the date of Final Acceptance, the Contractor shall be responsible for the safety of all project areas, including water, gas, electric and other mains and pipes and conduits and shall at the Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.

D. The Contractor shall keep the space for the Resident Engineer in a clean condition.

3.22 SAFETY PRECAUTIONS FOR CONTROL CIRCUITS:

A. Control circuits, the failure of which will cause a hazard to life and property, shall comply with the New York City Dept. of Buildings, Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

A. The Contractor shall be responsible for all obstructions occurring in all drainage lines, fittings and fixtures after the installations and cleaning of these drainage lines, fittings and fixtures as certified by the Resident Engineer. Roof drains shall be kept clear of any and all debris. Any stoppage shall be repaired immediately at the expense of the Contractor.

END OF SECTION 01 73 00

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and procedural requirements for the management and disposal of construction waste and includes the following requirements:
   1. Waste Management Goals
   2. Waste Management Plan
   3. Progress Reports
   4. Progress Meetings
   5. Management Plan Implementation

B. This Section includes:
   1. Definitions
   2. Waste Management Performance Requirements
   3. Reference Resources
   4. Submittals
   5. Quality Assurance
   6. Waste Plan Implementation
   7. Additional Demolition and Salvage Requirements
   8. Disposal

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 73 00 EXECUTION
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONSTRUCTION RECORD DOCUMENTS
G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.

D. Construction and Demolition Waste: Solid wastes typically including building materials, trash debris and rubble resulting from remodeling, repair and demolition operations. Hazardous materials and land clearing waste are not included.

E. Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage, material that might otherwise be sent to a landfill.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.

G. Recycle (recycling): To sort, separate, process, treat or reconstitute solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying waste.

H. Return: To give back reusable items or unused products to vendors.

I. Reuse: To reuse excess or discarded construction material in some manner on the Project site.

J. Salvage: To remove a waste material from the Project site for resale or reuse.

K. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable and reusable material.

L. Waste Management Plan: A project-related plan for the collection, transportation and disposal of waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

A. The City of New York has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.

B. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.5 C

C. LEED CERTIFICATION: The City of New York will seek LEED (Leadership in Energy and Environmental Design) certification for this Project as indicated in the Addendum to the General Conditions from the U.S. Green Building Council. The documentation required here will be used for this purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the reuse and recycling of project waste.

D. DIVERSION REQUIREMENTS. A minimum of 75% of total Project demolition waste (by weight) shall be diverted from landfill. The following waste categories are likely candidates to be included in the diversion plan as applicable for this project:

1. Concrete
2. Bricks
3. Concrete masonry units (CMU)
4. Asphalt
5. Metals (e.g. banding, stud trim, ceiling grid, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze)

6. Clean dimensional wood
7. Carpet and pad
8. Drywall
9. Ceiling tiles
10. Cardboard, paper and packaging
11. Reuse items indicated on the Drawings and/or elsewhere in the Specification

E. All fluorescent lamps, HID lamps and mercury-containing thermostats removed from the site shall be recycled.

F. Recycling on the job, subject to the Commissioner's approval, is encouraged on the site itself, such as the crushing and reuse of removed sound concrete and stone. Include these categories in the Waste Management Plan.

1.6 REFERENCES, RESOURCES:

A. DDC encourages its contractors to seek information from websites and experts in salvage or recycling in order to minimize disposal costs. There are numerous opportunities to sell, salvage, or to donate materials and accrue tax benefits (which would accrue to the contractor); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:

1. DDC's Sustainable Design web site: http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. A standard Construction and Demolition Waste Management Log form is included at the end of this section.
2. Web Resources

   (Information only; no warranty or endorsement is implied.)

   www.wastematch.org Site of New York Waste Match, a materials exchange database and service

   www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials

   www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling

   www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

A. The Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors shall assist in the development of that Plan, and collect and deposit their waste and recyclable materials in accordance with the approved Plan.

B. DRAFT WASTE MANAGEMENT PLAN. Within fifteen (15) days after receipt of 'Notice to Proceed', or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Commissioner a Draft Waste Management Plan. Include separate sections for demolition and construction waste. The Plan shall demonstrate how the performance goals will be met, and contain the following:

1. List of materials targeted for reuse, salvage, or recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material.
2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
3. If mixed construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed construction and demolition waste they recycle.
4. Landfill information: Names of landfills where non-recyclable/reusable/salvageable waste will be disposed, and list of applicable tipping fees.
5. Materials handling procedures: A description of the means by which any recyclable, salvaged, or reused materials will be protected from contamination, and collected in a manner that will meet the requirements for acceptance by the designated recycling processors.
6. Transportation: A description of the means of transportation and destination for recycled materials.
7. Meetings: Description of regular meetings to be held to address waste management.
8. Sample spreadsheet and description of how the implementation of the plan will be documented on a monthly basis.

C. FINAL WASTE MANAGEMENT PLAN. Within fifteen (15) days of Commissioner's approval of the Draft Plan, the Contractor shall submit a Final Waste Management Plan.

D. PROGRESS REPORTS. The Contractor shall submit monthly a Waste Management Progress Report, containing the following information:

1. Project title, name of company completing report, and dates of period covered by the report
2. Report on the disposal of all jobsite waste. A DDC C&D Waste Management Log form is available on the DDC Sustainable Design website and included at the end of this section. For each shipment of material removed from the site, provide the following:
   a. Date and ticket number of removal
   b. Identity of material hauler
   c. Material Category
   d. Total quantity of waste, in tones/cubic yards, by type
   e. Quantity of waste salvaged, recycled and/or reused, by type
   f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
   g. Recipient of each material type
3. Provide monthly and cumulative project totals of waste, quantity diverted, and percentage diverted.
4. Note that the unit of measure may be either tons or cubic yards, but must be consistent for all shipments and all materials throughout the project. Reports with inconsistent or mixed units will not be reviewed and will be returned for re-submission.
5. Include legible copies of on-site logs, weight tickets and receipts. Receipts shall be from charitable organizations, recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, recycling or disposal. Contractor shall save such original documents for the life of the project plus seven (7) years.

E. LEED Submittal: For LEED designated projects submit LEED Letter Template for Credit 2.2, signed by the Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.

F. Refrigerant Recovery. Submit Qualification data for Refrigerant recovery technician. Statement of refrigerant recovery, signed by the refrigerant recovery technician responsible for recovering refrigerant

stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.8 QUALITY ASSURANCE:

A. The Contractor shall designate a Waste Management Coordinator, to ensure compliance with this section. Coordinator shall be present at Project site full time for the duration of the project.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste management plans, documentation and implementation shall be discussed at the following meetings:

1. Pre-demolition kick-off meeting
2. Pre-construction kick-off meeting
3. Regular job-site meetings
4. Contractor toolbox meetings

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

A. The Contractor shall implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.

B. The Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the approved Waste Management Plan. The Contractor shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications, or indicated on the drawings as belonging to others.

C. Responsibilities of Subcontractors: Each subcontractor shall be responsible for collecting its waste, non-returned surplus materials, and rubbish, in accordance with the Waste Management Plan.

D. Distribution. The Contractor shall distribute copies of the Waste Management Plan to each Subcontractor, Resident Engineer, Construction Manager, and Commissioner.

E. Instruction: The Contractor shall provide on-site instruction of proper waste management procedures to be used by all parties in appropriate stages of the Project.

F. Procedures. Conduct waste management operations to ensure minimum interference with site vegetation, roads, streets, walks and other adjacent occupied and used facilities.

1. Collect co-mingled waste and/or separate all recyclable waste in accordance with the Plan Specific areas on the Project site are to be designated, and appropriate containers and bins clearly marked with acceptable and unacceptable materials.
2. Inspect containers and bins for contamination and remove contaminated materials if found.

3. Comply with the General Conditions for controlling dust and dirt, environmental protection, and noise control.

3.2 ADDITIONAL DEMOLITION AND SALVAGE REQUIREMENTS:

A. Demolition and salvage of additional items indicated in other sections of the Project Specifications require special attention as part of the overall 75 % diversion from landfill. Specific requirements for special attention are designated in other sections of the Project Specifications.

3.3 DISPOSAL:

A. General. Except for items or material to be salvaged, recycled or otherwise reused, remove waste material from the Project site and legally dispose of them in a manner acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning. Do not burn waste materials

C. Disposal. Transport waste materials off Project Site and legally dispose of them.

END OF SECTION 01 74 19

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

Project Name: _____
Project I.D.: _____

Contractor: _____
Prepared by: _____
For Month: _____

Haul Date	Ticket #	Hauling Company	*Material Category[2]	Material Quantity (tons or cubic yards)[1]				*Material Recipient
				*Total Weight	Excluded Material[3]	*Diverted Material[4]	*Landfilled Material	
				*Total		*Diverted	*Landfilled	
			Monthly Totals					
			% Diverted this Month*					
			Cumulative Totals					
			% Diverted to Date					

Notes:
1. Volume (cubic yards) may be used instead of weight if used for ALL amounts and ALL materials.
2. Includes concrete; bricks; concrete masonry units (CMU); asphalt; metals; clean dimensional wood; carpet and pad; drywall; ceiling tiles; cardboard, paper, and packaging; and any other reuse items indicated on the Drawings and/or elsewhere in the Specification.
3. Excluded material includes soil or land clearing debris.
4. Diverted material includes recycled and reused material diverted from landfill. Recycled material is reprocessed into new products. Reused material is reclaimed, salvaged or otherwise used in its original form, either on-site or off-site.

* These items must be listed in order to receive LEED credit.

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Closeout Procedures, including without limitation the following:

1. Definitions
2. Substantial Completion
3. Final Acceptance
4. Warranties
5. Final Cleaning
6. Repair of the Work

B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or

combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Substantial Completion: shall mean the written determination by the Commissioner that the Work required under the Contract is substantially, but not entirely, complete.

D. Final Acceptance: shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

1.5 SUBSTANTIAL COMPLETION:

A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor shall complete and supply all items required by the contract specifications, General Conditions, Addendum to the General Conditions, change orders or other directives from the Commissioner's representatives. The required items will include all contract requirements for substantial completion, including but not limited to items related to releases, regulatory approvals, warranties and guarantees, record documents, testing, demonstration and orientation, final clean up and repairs, and all specific checklist of items by the Resident Engineer. (See Attachment "A" at the end of this section for sample requirements for Substantial Completion).

B. Prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the work is not complete.

C. Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Substantial Completion. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work .If the Resident Engineer makes a determination that the work is substantially complete and approves the Final Punch List and the date for Final Acceptance, he/she will so advise the Commissioner and recommend issuance of the Certificate of Substantial Completion. If the Resident Engineer determines that the work is not substantially complete, he/she will notify the Contractor of those items that must be completed or corrected before the Certificate of Substantial Completion will be issued.

1 Re-inspection: Contractor shall request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2 Results of completed inspection will form the basis of requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor shall complete the following. (Note that the following are to be completed, submitted as appropriate, and approved by the Commissioner, as applicable, prior to the final inspection and are not to be submitted for approval or otherwise at the final inspection unless specifically indicated). List exceptions in the request.

1. Verify that all required submittals have been provided to the Commissioner including but not limited to the following:
   a. Manufacturer's cleaning instructions
   b. Posted instructions
   c. As-built Record Documents (Drawings, specifications, and product data) as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, incorporating any changes required by the Commissioner as a result of the review of the submission prior to the pre-final inspection.
   d. Operation and Maintenance Manuals, including Preventive Maintenance, Special Tools, Repair Requirements, Parts List, Spare Parts List, and Operating Instructions.

e. Completion of required Demonstration and Orientation, as applicable, of designated personnel in operation and maintenance of systems, sub-systems and equipment.
f. Applicable LEED Building submittals as described in Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
g. Construction progress photographs as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.

2. Submit a certified copy of the final approved Punch List of items to be completed or corrected. The certified copy of the Punch List shall state that each item has been completed or otherwise resolved for acceptance, and shall be endorsed and dated by the Contractor.
3. Submit pest-control final inspection report and survey as required in Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS.
4. Submit record documents and similar final record information.
5. Deliver tools, spare parts, extra stock and similar items.
6. Complete final clean-up requirements including touch-up painting of marred surfaces.
7. Submit final meter readings for utilities, as applicable, a measured record of stored fuel, and similar data as of the date when the City took possession of and assumed responsibility for corresponding elements of the work.

B. Final Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Final Acceptance of the Work. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further work remains to be done, he/she will so advise the Commissioner and recommend the issuance of the determination of Final Acceptance. If the Resident Engineer determines that the work is not complete, he/she will notify the Contractor of those items that must be completed or corrected before the determination of Final Acceptance will be issued.

C. Final Acceptance: The Work will be accepted as final and complete as of the date of the Resident Engineer's inspection if, upon such inspection, the Resident Engineer finds that all items on the Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

1.7 WARRANTIES:

A. The items of materials and/or equipment for which manufacturer warranties are required are listed in Schedule B of the Addendum. For each item of material and/or equipment listed in Schedule B, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth in Schedule B and will be replaced or repaired within such specified period. The contractor shall deliver all required warranties to the Commissioner.

B. Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

C. Submittal Time: Submit written Warranties on request of the Commissioner for designated portions of the Work where commencement of Warranties other than date of Substantial Completion is indicated.

D. Partial Occupancy: Submit properly executed Warranties to the Commissioner within 15 days of completion of designated portions of the Work that are completed and occupied or used by the City.

E. Organize the Warranty documents into an orderly sequence based on the Project Specification Divisions and Section Numbers.

1. Bind Warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES;" name and location of Project; Capitol Budget Project Number (FMS ID); and Contractor's and applicable subcontractor's name and address.
3. Provide heavy paper dividers with plastic-covered tabs for each separate Warranty. Mark tab to identify the product or installation.
4. Provide a typed description of each product or installation being warranted, including the name of the product, and the name, address, and telephone number of the Installer.

F. When warranted materials and/or equipment require operation and maintenance manuals, provide additional copies of each required Warranty in each required manual. Refer to Section 01 78 39, CONTRACT RECORD DOCUMENTS, for requirements of Operation and Maintenance Manuals.

PART II – PRODUCTS

2.1 MATERIALS:

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART III – EXECUTION

3.1 FINAL CLEANING:

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations, as applicable, before requesting inspection for Final Acceptance of the Work for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to unusual operating conditions.

o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

q. Clean ducts, blowers, and coils if units were operated without filters during construction.

r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

s. Leave Project clean and ready for occupancy.

t. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests, as required in Section 01 50 00, TEMPORARY FACILITIES,SERVICES AND CONTROLS. Prepare and submit a Pest Control report to the Commissioner.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK:

A. Subject to the terms of the Contract the Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Contractor shall repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 77 00

ATTACHMENT 'A'

The following list is a general sample of Substantial Completion requirements, including but not limited to:

1. Prepare and submit a list to the Resident Engineer, of incomplete items, the value of incomplete construction, and reasons the work is not complete.
2. Obtain and submit any necessary releases enabling the City unrestricted use of the project and access to services and utilities.
3. Regulatory Approvals: Submit all required documentation from applicable Governing Authorities, including, but not limited to, Department of Buildings (DoB); Department of Transportation (DoT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation to include, but not limited to, the following:
   a. Building Permits, Applications and Sign-offs.
   b. Permits and Sign-off for construction fences; sidewalk bridges; scaffolds, cranes and derricks; utilities; etc.
   c. Certificates of Inspections and Sign-offs.
   d. Required Certificates and Use Permits.
   e. Certificate of Occupancy (C.O.), Temporary Certificate of Occupancy (T.C.O.) or Letter of Completion as applicable.
4. Submit specific warranties required by the specifications, final certifications, and similar documents.
5. Prepare and submit Record Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to; approved documentation from Governing Authorities; as-built record drawings and specifications; product data; operation and maintenance manuals; Final Completion construction photographs; damage or settlement surveys; final property surveys; and similar final record information. The Resident Engineer will review the submission and provide appropriate comments. If comments are significant the initial submission will be returned to the Contractor for correction and re-submission incorporating the comments prior to the Final Inspection.
6. Record Waste Management Progress Report: Submit C&D Waste Management logs, with legible copies of weight tickets and receipts required in accordance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
7. If applicable submit LEED Letter Template in accordance with the requirements of Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
8. Schedule applicable Demonstration and Orientation required in other Sections of the Project Specifications and as described in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.
9. Deliver tools, spare parts, extra materials, and similar items to location designated by Resident Engineer. Label with manufacturer's name and model number where applicable.
10. Make final changeover of permanent locks and deliver keys to the Resident Engineer. Advise Commissioner of changeover in security provisions.
11. Complete startup testing of systems as applicable.
12. Submit approved test/adjust/balance records.
13. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements as directed by the Resident Engineer.
14. If applicable complete Commissioning requirements as defined in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

No Text

SECTION 01 78 39
CONTRACT RECORD DOCUMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Contract Record Documents, including:
   1. As-built Contract Record Drawings.
   2. As-built marked-up copies of Record Specifications, addenda and Change Orders.
   3. As-built marked-up Product Data
   4. Record Samples
   5. Construction Record Photographs
   6. Operating and Maintenance Manuals
   7. Final Site Survey
   8. Guarantees and Warranties
   9. Waste Disposal Documentation
   10. LEED Materials and Matrix
   11. Miscellaneous Record Submittals

B. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to the Contractor at no cost a complete set of Contract Drawings Mylars (reproducible) pertaining to the work to be performed under the Contract. It is the responsibility of the Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the work as actually installed. The Contractor is required to furnish all other Mylar (reproducible) drawings, if necessary, such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all work in detail as actually completed. All professional seals must be blocked out. Title box complete with project title and Design Consultants' names will remain.

C. Maintenance of Documents and Samples: The Contractor shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Contract Record Drawings, on Mylar (reproducible), in ink. Store record documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and samples available at all times for the Resident Engineer's inspections.

   The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Contract Record Drawings contain this information in exact detail and location. Contract Record Drawings shall also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

   For projects designated to achieve a LEED rating the Contractor shall receive a copy of the project's LEED scorecard for the purpose of monitoring compliance with the target objectives and to facilitate coordination with the LEED Consultant. The Contractor shall receive periodic updates of this scorecard,

and is required to submit the final version of the Scorecard at Substantial Completion with other project Record Documents.

1.3 RELATED SECTIONS: include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
C.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 77 00	PROJECT CLOSEOUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. As-Built Contract Record Drawings: Comply with the following:

1. Progress Submission: As directed by the Resident Engineer, submit progress As-Built Contract Record Drawings at the 50% Construction Completion stage.

2. Final Submission: Before substantial completion payment, the Contractor shall furnish to the Commissioner one (I) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.

3. As-Built Contract Record Drawings shall be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side for binding.

4. Each As-Built Contract Record Drawing shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (I/2) inch high, and contain the following data:

AS-BUILT CONTRACT RECORD DRAWING
Contractor's Name _____
Contractor's Address _____
Subcontractor's Name (where applicable) _____
Subcontractor's Address _____
Made by: Date _____
Checked by: Date _____

Commissioner's Representatives
(Resident Engineer) DDC
(Plumbing Inspector) DDC
(Heating & Ventilating Inspector) DDC
(Electrical Inspector) DDC

5. Record Drawing Title Sheet: The Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall contain the following:

   a. Heading:
      The City of New York
      Department of Design and Construction
      Division of Public Buildings
   b. Capital Budget Project Number (FMS ID)
   c. Name and Location of Project
   d. Contractor's Name and Address
   e. Subcontractor's Name and Address (where applicable)
   f.. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
   g.. List of Record Drawings

B. Record Specifications, Addenda and Change Order: Submit to the Commissioner two (2) copies each of marked-up Record Specifications, Addenda and Change Orders.

C. Record Product Data: Submit to the Commissioner two (2) sets of Record Product Data.

D. Record Construction Photographs: Submit to the Commissioner final as-built construction photographs and negatives of the completed work as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.

E. Operating and Maintenance Manuals:

1. Submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. The Contractor shall make such corrections, changes and/or additions to the manual until deemed satisfactory by the Resident Engineer. Deliver three (3) copies of the final approved manuals to the Resident Engineer for distribution.

2. Commissioning: Comply with the requirements of Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, as well as the requirements set forth in sections of the Project Specifications, for projects designated for Commissioning. Submit four (4) copies each of data designated to be included in the Commissioning Operation and Maintenance Manual to the Resident Engineer. The Resident Engineer will forward such data to the Commissioning Authority/Agent (CxA) for review and comment. The Contractor shall make such corrections, changes and/or additions to the data until deemed satisfactory and deliver four (4) copies of the final data to the Resident Engineer for use by the Commissioning Authority/Agent (CxA) to prepare the Commissioning Operation and Maintenance Manual.

   a. Non-Commissioning Data: All remaining data not designated for Commissioning and required as part of Maintenance and Operation Manual shall be prepared and assembled in accordance with the requirements of this section for Operating and Maintenance Manuals.

F. Final Site Survey: Submit Final Site Survey as described in Section 01 73 00, EXECUTION, in quantities requested by the Commissioner, signed and sealed by a Land Surveyor licensed in the State of New York.

G. Guarantees and Warranties.

H. Waste Disposal Documents and Miscellaneous Record Documents.

PART II – PRODUCTS

2.1 CONTRACT RECORD DRAWINGS:

A. Record Prints: The Contractor shall maintain one set of blue- or black-line white prints as applicable of the Contract Drawings and Shop Drawings. If applicable, the Record Contract Drawings and Shop Drawings shall incorporate the arrangement of the work based on the accepted Master Coordination Drawing(s) as described in Section 01 33 00, SUBMITTAL PROCEDURES.

1. Preparation: The Contractor shall mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Change Orders: All changes from Contract Drawings shall be distinctly encircled and identified by Change Order number correlating to changes listed on the "Title Sheet." The Contractor shall show within the encircled areas the work as actually installed.

B. Content: Types of items requiring marking include, but are not limited to, the following:

1. Dimensional changes to Drawings.
2. Revisions to details shown on Drawings.
3. Depths of foundations below first floor.
4. Locations and depths of underground utilities.
5. Revisions to routing of piping and conduits.
6. Revisions to electrical circuitry.
7. Actual equipment locations.
8. Duct size and routing.
9. Locations of concealed internal utilities.
10. Changes made by Change Order
11. Changes made following Commissioner's written orders.
12. Details not on the original Contract Drawings.
13. Field records for variable and concealed conditions.
14. Record information on the Work that is shown only schematically.

C. Progress Record Mylar's (reproducible): As directed by the Resident Engineer at 50% construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When directed by the Resident Engineer transfer progress mark-ups to a full set of Mylar's (reproducible) and submit one blue line or black line record copy to the Resident Engineer. The marked-up Mylar's (reproducible) shall be retained by the contractor for completion of mark-up and final submission.

D. Final Contract Record Mylar's (reproducible): Immediately before final inspection for Certificate of Substantial Completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When authorized, complete mark-up of a full set of corrected Mylar's (reproducible) of the Contract Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Resident Engineer for resolution.
3. Print the As-Built Contract Drawings and Shop Drawings for use as Record Transparencies as described in Sub-Section 1.5.

2.2 RECORD SPECIFICATIONS, ADDENDA AND CHANGE ORDERS:

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders and Record Drawings where applicable.
6. Upon completion of mark-up, submit two (2) complete copies of the marked-up Record Specifications to the Commissioner.

2.3 RECORD PRODUCT DATA:

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. If possible, a Change Order proposal should include resubmitting updated Product Data. This eliminates the need to mark up the previous submittal.
4. Note related Change Orders and Record Drawings where applicable.
5. Upon completion of mark-up submit to the Commissioner two (2) sets of the marked-up Record Product Data.
6. Where Record Product Data is required as part of Maintenance Manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.

2.4 RECORD SAMPLE SUBMITTAL:

A. Prior to the date of Substantial Completion, the Contractor shall meet with the Resident Engineer at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Commissioner for record purposes.

B. Comply with the Resident Engineer's instructions for packaging, identification marking and delivery to DDC. Dispose of other samples as specified for disposal of surplus and waste material.

2.5 OPERATING AND MAINTENANCE MANUALS:

A. The Contractor shall provide preliminary and final versions of Operating and Maintenance Manuals required for those systems, equipment and materials listed in other Sections of the Project Specifications.

B. Format: Prepare and assemble Operation and Maintenance Manuals in heavy-duty, 3-ring, hardback loose leaf binders in the form of an instructional manual. All binders for each discipline shall be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front shall containing permanently attached labels displaying the following:

1. Heading:
   The City of New York
   Department of Design and Construction
   Division of Public Buildings
2. Capital Budget Project Number (FMS ID)
3. Name and Location of Project
4. Contractor's name and Address
5. Subcontractor's Name and Address (where applicable)
6. Dates of the work covered by the contents of the Project Manual.
7. Binder spine shall display Project Number (FMS ID) and date of completion.

C. Organization: Include a section in the directory for each of the following:

1. List of documents
2. List of systems
3. List of equipment
4. Table of contents

D. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project manual. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.

E. Safety warnings or cautions shall be visibly highlighted within each maintenance procedure. Use of such highlights shall be limited to only critical items and shall not be used in an excessive manner which would reduce their effectiveness.

F. For each product or system, list names, addresses and telephone numbers of Subcontractors and Suppliers, including local source of supplies and replacement parts. Vendors and Supplier listings are to include names, addresses and telephone numbers, including nearest field service telephone numbers.

G. Where contents of the manual include any manufacturer's catalog pages, clearly indicate the precise items and options included in the installation and delete all manufacturers' data regarding products not included in the installation.

H. All material within manuals shall be new. Copies used for prior submittals or used in construction shall not be used.

I. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.

J. Manuals shall present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations shall preferably consist of line drawings. All applicable drawings shall be included. If available, color photograph prints may be included.

K. Preliminary manual editions shall be as technically complete as the final manual edition. All illustrations shall be in final forms.

L. Final manual editions shall be technically accurate and complete and shall represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material shall be in final form. All shop drawings shall be included as specified in individual Specification Sections.

M. Building products, applied materials, and finishes: Include product data, with catalog number, size, composition, and color texture designations. Where applicable, provide information for re-ordering custom manufactured products.

N. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.

O. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical compositions, and details of installation. Provide recommendations for inspections, maintenance, and repair.

P. Additional Requirements: Specified in individual Specification Sections.

2.6 DEMONSTRATION AND ORIENTATION DVD:

A. Non-Commissioned Projects: The Contractor shall submit final version of applicable Demonstration and Training DVD recordings in compliance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.7 GUARANTEES AND WARRANTIES:

A. SCHEDULE B – Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.

B. FORM – For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth herein.

C. Submit fully executed and signed manufacturers' Warranties as listed in the Project Specifications and outlined in Schedule B of the Addendum. Refer to Section 01 77 00, CLOSEOUT PROCEDURES for submittal requirements.

GUARANTY

DDC PROJECT # _____

PROJECT DESCRIPTION _____

_____

CONTRACT # _____

SPECIFICATION SECTION # AND TITLE _____

_____

GUARANTY TO BE IN EFFECT FROM _____

TO _____

The Contractor hereby guarantees that the work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guaranty period and any finished work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor: _____

By: _____
Signature of Partner or Corporate Officer

Print Name: _____

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

_____
Notary Public

2.8 WASTE DISPOSAL DOCUMENTATION:

A. Certify and deliver to the Commissioner all documentation including reports, receipts, certificates, records etc. for the collection, handling, storage, classification, testing, transportation, recycling and/or disposal of all Non-Hazardous Construction Waste as required by Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and Hazardous Waste as required by other Project Specification Sections. Certify compliance with all applicable governing laws, codes, rules and regulations.

2.9 MISCELLANEOUS RECORD DOCUMENTS:

A. Refer to other Project Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or otherwise organized to allow for use and reference.

B. Submit three (3) copies of each document to the Commissioner or as otherwise directed by the Commissioner.

PART III – EXECUTION

3.1 RECORDING AND MAINTENANCE:

A. Recording: Maintain one copy of each submittal during the construction period for Contract Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to the Contract Record Documents for the Resident Engineer's reference during normal working hours.

END OF SECTION 01 79 39

No Text

SECTION 01 79 00
DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 79 00

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements, when set forth in sections of the Project Specifications, for instructing facility's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Owner's Pre-Acceptance Orientation in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and Orientation videotapes. (Non-Commissioned Projects)

B. The Contractor shall provide the services of equipment manufacturers orientation specialists experienced in the type of equipment to be demonstrated.

C. Separate Orientation sessions shall be conducted for mechanical operations and maintenance personnel and for electronic and electrical maintenance personnel.

D. Commissioning: Refer to the Addendum to identify whether this project is to be Commissioned. For Commissioned projects the Contractor shall provide Demonstration and Orientation as described in this section and cooperate with the Commissioning Authority/Agent (CxA) to implement Commissioning requirements as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 77 00 CLOSEOUT PROCEDURES
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS
F. Specific requirements for demonstration and training indicated in other sections of the Project Specifications

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. Instruction Program: Submit three (3) copies of outline of instructional program for demonstration and orientation, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each orientation module to the Commissioner for approval no less than thirty (30) days prior to the date the proposed orientation is to take place. Include learning objectives and outline for each orientation module.

1. At completion of training, submit three (3) complete training manual(s) and three (3) applicable DVD recording(s) to the Commissioner for the facility's and City's use.

B. Qualification Data: For facilitator, instructor and Videographer.

C. Attendance Record: For each orientation module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each orientation module, submit results and documentation of performance-based test.

E. Submit all final orientation material to the Resident Engineer a minimum of fourteen (14) days prior to the scheduled training.

F. Demonstration and Orientation Recordings:

1. Non-Commissioned Projects:

a. The Contractor shall submit to the Commissioner three (3) copies of Demonstration and Orientation DVD (Digital Video Disk) recordings within seven (7) days of end of each training module.

b. Identification: On each copy, provide an applied label with the following information:

1) Project Contract I.D. Number
2) Project Contract Name
3) Name of Contractor
4) Name of Subcontractor as applicable
5) Name of Design Consultant
6) Name of Construction Manager as applicable
7) Date recorded.
8) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
9) Table of Contents including list of systems covered.

c. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD recording. Include name of Project and date of recording on each page.

2. Commissioned Projects:

a. Demonstration and Orientation DVD recordings for Commissioned projects will be recorded by the Commissioning Authority/Agent (CxA) under separate contract with the City of New

York. The Contractor performing Demonstration and Orientation shall cooperate with the CxA in the recording of each Demonstration and Orientation module.

1.6 QUALITY ASSURANCE:

A. Facilitator Qualifications: A firm or individual experienced in orientation or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00, QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and orientation.

C. Videographer Qualifications: A professional Videographer who has experience with orientation and construction projects.

D. Pre-instruction Conference: Schedule with the Resident Engineer a conference at Project site to comply with requirements in Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and orientation including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.7 COORDINATION:

A. Coordinate instruction schedule with the Resident Engineer and facility's operations. Adjust schedule as required to minimize disrupting facility's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of orientation modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Commissioner.

PART II – PRODUCTS

2.1 INSTRUCTION PROGRAM:

A. Program Structure: Develop an instruction program that includes individual orientation modules for each system and equipment not part of a system, as specified and required by individual Specification Sections.

B. Orientation Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.

d. Regulatory requirements.
e. Equipment function including auxiliary equipment and systems.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
   f. Warranties

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning

e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.
h. Housekeeping practices

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.

B. The Contractor shall engage qualified instructors to instruct facility's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Schedule instruction with the Resident Engineer at mutually agreed times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule orientation with the Resident Engineer with at least fourteen (14) days' advance notice.

D. Evaluation: At conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral a written or a demonstration performance-based test.

E. Cleanup: Collect and remove used and leftover educational materials from project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial orientation use.

3.2 DEMONSTRATION AND ORIENTATION RECORDINGS:

A. Non-Commissioned projects:
1. The Contractor shall engage a qualified commercial Videographer to record demonstration and orientation sessions. Record each orientation module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
2. At beginning of each orientation module, record each chart containing learning objective and lesson outline.
3. All recordings must be close captioned.
4. Recording Format: Provide high-quality DVD (Digital Video Disk) format.
5. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and orientation. Display continuous running time.
6. Narration: Describe scenes on the recording by audio narration by microphone while recording or by dubbing audio narration off-site after. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

7. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from opposite the corresponding narration segment.

B. Commissioned Projects:

Refer to the Addendum to determine if the project is to be Commissioned.

1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will assess and comment on the adequacy of the Orientation Instruction sessions by reviewing the Orientation and Instruction program and agenda provided by each contractor. The provider of the Orientation program will videotape the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor shall edit the DVD recording per CxA comnents.

END OF SECTION 01 79 00

SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. LEED BUILDING - GENERAL REQUIREMENTS:

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor shall ensure that these requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
B.	Section 01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS
C.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
D.	Section 01 91 13	GENERAL COMMISSIONING REQUIREMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Agrifiber Products: Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.

C. Composite Wood: Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.

D. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.

F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.

G. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

H. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.

I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.

J. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
   1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
   2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.
   3. "Pre-consumer" may also be referred to as "post-industrial".

K. Solar Reflectance Index (SRI): A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.

L. Volatile Organic Compound (VOC): Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

1.5 LEED PROVISIONS:

A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. The Contractor is specifically directed to the "LEED BUILDING Performance Criteria" and "LEED BUILDING Submittals" sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.6 LEED BUILDING SUBMITTALS:

A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the "LEED BUILDING Submittals" heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.

C. Detailed Requirements: Sub-Sections 1.6 C.1through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:

1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF)[GHI]: Information to be supplied for this form (blank sample copy attached at end of this Section to be modified as appropriate to the project) shall include some or all of the following items, as identified in the LEED Submittal Requirements of each specification section:

   a. Cost breakdowns for the materials included in the contractor or sub-contractor's scope of work. Cost reporting shall include itemized material costs (excluding the contractor's labor, equipment, overhead and profit).
   b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
      1. For each product with recycled content, also indicate the total recycled content value (1/2 x pre-consumer percentage x product value + 1 x post-consumer percentage x product value = total recycled content value).
      2. See additional requirements for concrete below.
   c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.
      1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
      2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.
   d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
      1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
   e. The amount of "Forest Stewardship Council (FSC) Certified" wood products if used in the Project.
      1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.

2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.

f. The amount of Rapidly Renewable materials if used in the Project.
   1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.

g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
   1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.

h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.

i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.
   1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.

j. The EBMCF shall record the above information only for those materials or products permanently installed in the project. The EBMCF shall record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.

2. EBMCF BACK-UP DOCUMENTATION: These documents are used to validate the information provided on the EBMCF (except cost data). For each material listed on the EBMCF, provide documentation to certify the material's LEED BUILDING attributes, as applicable:

   a. RECYCLED CONTENT: Provide published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.

   b. REGIONAL MANUFACTURING **AND** REGIONAL RAW MATERIALS (WITHIN 500 MILES): Provide published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.
      1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.

   c. VOC CONTENT: Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.

   d. RAPIDLY RENEWABLE MATERIALS: If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).

3. PRODUCT CUT SHEETS: Provide product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.

4. CRI GREEN LABEL PLUS CERTIFICATION: For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.

5. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS: For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that that the products do not contain added urea-formaldehyde resins.

6. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES: For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.

7. FSC-CERTIFIED WOOD:
   a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.
   b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.
   c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer(on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.

8. GREEN SEAL COMPLIANCE: Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:
   a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1st edition, May 1993)
   b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
   c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st edition, October 2000)

9. HIGH ALBEDO PAVING AND WALKWAY MATERIALS: For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.

10. HIGH ALBEDO ROOFING MATERIALS: For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:
    a. 78 for low-sloped roofing applications (slope ≤ 2:12)
    b. 29 for steep-sloped roofing applications (slope > 2:12)

    SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.
    Vegetated roof surfaces are exempt from the SRI criteria.

11. LOW MERCURY LAMPS: For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:
    a. The mercury content or content range per lamp in milligrams or picograms;
    b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
    c. The rated average life of the lamp in hours.

In addition, provide the total number of each lamp type installed in the project.

12. FLOORSCORE CERTIFICATION: For all hard surface flooring, including vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the current FloorScore standard requirements.

13. CONCRETE: Provide concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state in which the concrete manufacturer or supplier is located.

14. INTERIOR LIGHTING FIXTURES: For each lighting fixture type installed within the building's weather barrier, provide manufacturer's cut sheets indicating the following:

    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Dimming capability, in range of percentages.

15. EXTERIOR LIGHTING FIXTURES: For each lighting fixture type installed on site, provide manufacturer's cut sheets indicating the following:

    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Range of field adjustability, if any.
    e. Warranty of suitability for exterior use.

16. ALTERNATIVE TRANSPORTATION: Provide manufacturer's cut sheets and/or shop drawings for the following items installed on site:

    a. Bike racks, including total number of bicycle slots provided.
    b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.

17. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, provide manufacturer's cut sheets showing maximum flow rates and/or flush rates.

18. ENERGY SAVING APPLIANCES: Provide manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:

    a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
    b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
    c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
    d. Commercial food service equipment

19. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, provide manufacturer's cut sheets indicating the following:

    a. Glazed area.
    b. Visible light transmittance.
    c. Solar heat gain coefficient.
    d. Fenestration assembly u-factor.

20. VENTILATION: Provide manufacturer's cut sheets for the following:
    a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
    b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS.
21. REFRIGERATION: For all refrigeration equipment, provide manufacturer's cut sheets indicating the following:
    a. Equipment type.
    b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
    c. Refrigerant type.
    d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
    e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
    f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:

A. The LEED BUILDING Submittal information shall be assembled into one package per contract specification section(s) (or per subcontractor), and submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED BUILDING submittals may be used as the basis for the rejection of products or assemblies. Incomplete or inaccurate LEED BUILDING Submittals may be used as the basis for rejecting the submitted products or assemblies.

1.8 LEED ACTION PLANS:

A. Construction Waste Management Plan- Refer to Section 01 74 19, Construction Waste Management and Disposal for detailed submittal requirements.

B. Construction IAQ Management Plan- Refer to Section 01 81 19, Indoor Air Quality Requirements for LEED Buildings, for detailed submittal requirements.

C. Erosion and Sedimentation Control Plan:
    1. The Plan shall be in accordance with the New York State Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.
    2. The Plan shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
    3. Detailed requirements: ESC Plan
        a. Include the Stormwater Pollution Prevention Plan, if required.
        b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
        c. Describe all site work that will be implemented on the project.
        d. Provide site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, and inlet/catch basin protection.
        e. Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
        f. Describe reporting and documentation measures.
    4. Detailed requirements: ESC Measures

5. Submittal requirements: ESC Tracking Log
   a. Note date of major rain events, describe damage, describe any repairs or maintenance performed, and note responsible party.
   b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party.
   c. Submit monthly.
6. Implementation
   a. The Contractor shall implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.
   b. The Contractor shall be responsible for the provision, maintenance, and repair of all ESC measures.
   c. Demonstration. The Contractor shall provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
   d. Meetings. Urgent or ongoing ESC issues shall be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

A. The Contractor shall implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner on a regular basis, and for assembling the required LEED documentation.

B. Responsibilities of Contractor's Subcontractors: The Contractor shall be responsible for his/her subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the project.

C. Distribution and Compilation: The Contractor shall be responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor shall also be responsible for collecting and compiling EBMCF information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Meetings: Sustainable design and construction issues shall be discussed at the following meetings:
   1. Demolition kick-off meeting
   2. Construction kick-off meeting
   3. Construction kick-off meeting for LEED (independent meeting)
   4. Weekly job-site progress and coordination meetings
   5. Closeout meeting

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Contractor Name: _____
Contractor Contact: _____
Telephone Number: _____

Project Name: _____
Project I.D.: _____

Product/Manufacturer	Material Cost[1]	Recycled Content			Regional[4]			Rapidly Renewable[7]		VOC content[8]		Flooring[9]	Wood	
		Pre-Consumer (% by wt)[2]	Post-Consumer (% by wt)[3]	Total % (½ Pre + Post)	Location & Distance to Extraction[5]	Location & Distance to Manufacture[6]	Extracted & Manuf. (% by wt)	Material	% by wt	*VOC content listed	*VOC content allowed	*Green Label or FloorScore	*Added urea formaldehyde (Yes/No)[10]	FSC Certified[11] (% by wt)

[1] **Material Cost:** As it appears on the manufacturer's or distributor's invoice to the contractor or subcontractor. Does not include labor or equipment costs associated with installation.

[2] **Pre-Consumer Recycled Content:** Industrial/manufacturing waste material (e.g., fly-ash and synthetic gypsum, both waste products from coal burning electricity plants) diverted from landfill and incorporated into a finished product. Scrap raw materials that can be reused in the same manufacturing process from which they are recovered are not considered Pre-Consumer Recycled Content.

[3] **Post-Consumer Recycled Content:** Material or product that has served its intended consumer use (e.g., an empty plastic bottle) and has been diverted from landfill and incorporated into a finished product.

[4] **Regional:** Refers to a material/product that is BOTH extracted AND manufactured within 500 miles of the Project site. Record this information ONLY for materials/products meeting BOTH of these criteria.

[5] **Extraction:** Refers to the location from which the raw resources used in a building product are extracted, harvested, or recovered.

[6] **Manufacture:** Refers to the location of the final assembly of components into a building product that is furnished and installed by the Contractor.

[7] **Rapidly Renewable:** Refers to materials/products derived from agricultural products that are typically harvested within a ten-year or shorter cycle.

[8] **VOC Content:** The quantity of volatile organic compounds contained in adhesives, sealants. paints and architectural coatings. Reported in grams/liter or lbs/gallon, less water.

[9] **Flooring:** For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For carpet cushion, indicate CRI Green Label certification. For all flooring except unfinished/untreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.

[10] **Added Urea Formaldehyde:** Applies to composite wood and agrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

[11] **FSC Certified:** Certification from the Forest Stewardship Council. This column is only applicable to wood products.

* Applies only to materials/products installed within the weather barrier.

Contractor Certification:

I, _____ a duly authorized representative of _____ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: _____ Date: _____

SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes requirements for volatile organic compound (VOC) content in adhesives, sealants, paints and coatings used for the project.

B. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints and coatings shall follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints and coatings, the requirements set forth in this Section shall prevail.

C. This Section includes:

1. General Requirements
2. References
3. VOC Requirements for Interior Adhesives
4. VOC Requirements for Interior Sealants
5. VOC requirements for Interior Paints
6. VOC requirements for Interior Coatings
7. Submittals

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 33 00 SUBMITTAL PROCEDURES
E. Section 01 73 00 EXECUTION
F. Section 01 77 00 CLOSEOUT PROCEDURES
G. Section 01 78 39 CONTRACT RECORD DOCUMENTS
H. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
I. Section 01 81 19 INDOOR AIR QUALITY FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. ADHESIVE: Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
   1. Aerosol Adhesive: Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment.

B. CARCINOGEN: A chemical listed as a known, probable, reasonably anticipated, or possible human

carcinogen by the International Agency for Research on Cancer (IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).

C. CLEAR WOOD FINISH: Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film.
   1. Lacquer: Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film.
   2. Sanding Sealer: A sanding sealer that also meets the definition of a lacquer.
   3. Varnish: Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.

D. COATING: Liquid, liquefiable, or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.

E. FLOOR COATING: Opaque coating applied to flooring. Excludes industrial maintenance coatings.

F. HAZARDOUS AIR POLLUTANT: Any compound listed by the U.S. EPA in the Clean Air Act Section 112(b)(1) as a hazardous air pollutant.

G. MUTAGEN: A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarding as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).

H. OZONE-DEPLETING COMPOUNDS: A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.

I. PAINT: A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
   1. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).
   2. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).
   3. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter).
   4. Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.

J. PRIMER: Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.

K. REPRODUCTIVE TOXIN: A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).

L. SANDING SEALER: Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).

M. SEALANT: Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints

between surfaces. Includes sealant primers and caulks.

N. SHELLAC: Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.

O. STAIN: Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.

P. VOLATILE AROMATIC COMPOUND: Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.

Q. VOLATILE ORGANIC COMPOUND: Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

R. WATERPROOFING SEALER: A coating that prevents the penetration of water into porous substrates.

1.5 GENERAL REQUIREMENTS:

A. The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED Green building rating. Specific project requirements related to this goal which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated environmental goals.

1.6 REFERENCES:

A. Rule 1168 – "Adhesive and Sealant Applications", amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

B. Rule 1113 - "Architectural Coatings", amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

C. Green Seal Standard GS-11- "Paints", of Green Seal, Inc., Washington, DC, www.greenseal.org

D. Green Seal Standard GC-03- "Anti-Corrosive Paints", of Green Seal, Inc., Washington, DC, www.greenseal.org

1.6 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:

A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as "products") shall not be in excess of **250 grams per liter.**

B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioacculmulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.

C. No product shall contain the following:
1. methylene chloride
2. 1,1,1-trichloroethane
3. benzene

4. toluene
5. ethylbenzene
6. vinyl chloride
7. naphthalene
8. 1,2-dichlorobenzene
9. di (2-ethylhexyl) phthalate
10. butyl benzyl phthalate
11. di-n-butyl phthalate
12. di-n-octyl phthalate
13. diethyl phthalate
14. dimethyl phthalate
15. isophorone
16. antimony
17. cadmium
18. hexavalent chromium
19. lead
20. mercury
21. formaldehyde
22. methyl ethyl ketone
23. methyl isobutyl ketone
24. acrolein
25. acrylonitrile

D. No product shall contain more than 1.0% by weight of sum total of volatile aromatic compounds.

1.8 VOC REQUIREMENTS FOR INTERIOR ADHESIVES:

A. The volatile organic compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used in this project shall not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

C. For specified building construction related applications, the allowable VOC content is as follows:

1. Architectural Applications:

a.	Indoor carpet adhesive	50
b.	Carpet pad adhesive	50
c.	Wood flooring adhesive	100
d.	Rubber floor adhesive	60
e.	Subfloor adhesive	50
f.	Ceramic tile adhesive	65
g.	VCT and asphalt tile adhesive	50
h.	Drywall and panel adhesive	50
i.	Cove base adhesive	50
j.	Multipurpose construction adhesive	70
k.	Structural glazing adhesive	100

2. Specialty Applications:

a.	PVC welding	510
b.	CPVC welding	490
c.	ABS welding	325
d.	Plastic cement welding	250

e.	Adhesive primer for plastic	550
f.	Contact Adhesive	80
g.	Special Purpose Contact Adhesive	250
h.	Structural Wood Member Adhesive	140
i.	Sheet Applied Rubber Lining Operations	850
j.	Top and Trim Adhesive	250

3. Substrate Specific Applications:

a.	Metal to metal	30
b.	Plastic foams	50
c.	Porous material (except wood)	50
d.	Wood	30
e.	Fiberglass	80

4. Aerosol Adhesives:

a.	General purpose mist spray	65% VOC's by weight
b.	General purpose web spray	55% VOC's by weight
c.	Special purpose aerosol adhesives (all types)	70% VOC's by weight

1.9 VOC REQUIREMENTS FOR INTERIOR SEALANTS:

A. The volatile organic compound (VOC) content of sealants, or sealant primers used in this project shall not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

1. Sealants:

a.	Architectural	250
b.	Non-membrane roof	300
c.	Roadway	250
d.	Single-ply roof membrane	450
e.	Other	420

2. Sealant Primer:

a.	Architectural – Nonporous	250
b.	Architectural – Porous	775
c.	Other	750

1.10 VOC REQUIREMENTS FOR INTERIOR PAINTS:

A. Paints and Primers: Paints and primers used in non-specialized interior applications (i.e., for wallboard, plaster, wood, metal doors and frames, etc.) shall meet the VOC limitations of the Green Seal Paint Standard GS-11, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

5. Volatile Organic Compounds:
   a. The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

   Interior Paints and Primers:
   Non-flat: 150 g/l
   Flat: 50 g/l
   The calculation of VOC shall exclude water and tinting color added at the point of sale.

B. Anti- Corrosive and Anti-Rust Paints: Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates shall meet the VOC limitations of the Green Seal Paint Standard GC-03, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

1. Volatile Organic Compounds:

   a. The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.
   Anti-Corrosive and Anti-Rust Paints: 250 g/l

The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.11 VOC REQUIREMENTS FOR INTERIOR COATINGS:

A. Clear wood finishes, floor coatings, stains, sealers, and shellacs applied to the interior shall meet the VOC limitations defined in Rule 1113, "Architectural Coatings" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 7/9/04 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.

1. Clear Wood Finishes:		
a.	Varnish	350
b.	Sanding Sealers	350
c.	Lacquer	550
2. Shellac:		
a.	Clear	730
b.	Pigmented	550
3. Stains		250
4. Floor Coatings		100
5. Waterproofing Sealers		250
6. Sanding Sealers		275
7. Other Sealers		200

The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.12 SUBMITTALS:

A. Submit Material Safety Data Sheets, for all applicable products in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings. Material Safety Data Sheets shall indicate the Volatile Organic Compound (VOC) limits of products submitted. (If an MSDS does not include a product's VOC limits, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC limits).

B. Submit Environmental Building Materials Certification Form (EBMCF) as referenced in Section 01 81 13 SUSTAINABLE REQUIREMENTS FOR LEED BUILDINGS: For each field-applied adhesive, sealant, paint, and coating product, provide the VOC requirement, as provided in this Specification, for the relevant material category indicated on the documentation noted above.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.13

SECTION 01 81 19
INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 19

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT:

A. The City of New York has determined that this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, poor housekeeping, shall be minimized.

1.3 RELATED SECTIONS:

A. All sections of the Specifications related to interior construction, MEP systems, and items affecting indoor air quality.

B. Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

C. Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.

D. Division 9 (of the Specifications): Finishes.

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products, including solvents in paints, coatings, adhesives and sealants, wood preservatives, composite wood binder, and foam insulations. Not all VOC's are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell and/or health impact.

D. Materials that act as "sinks" for VOC contamination: Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOC's emitted by "source" materials and release them over a prolonged period of time.

E. Materials that act as "sources" for VOC contamination: Products with high VOC contents that emit VOC's either rapidly during application and curing (typically "wet" products, such as paints, sealants, adhesives, caulks and sealers) or over a prolonged period (typically "dry" products such as flooring coverings with plasticizers and engineered wood with formaldehyde).

1.5 REFERENCES, RESOURCES:

A. "IAQ Guidelines for Occupied Buildings Under Construction", First Edition, November 1995, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.

B. ANSI/ASHRAE 52.2-1999, "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size", www.ashrae.org

1.6 LEED BUILDING GENERAL REQUIREMENTS:

A. Implement practices and procedures as necessary to meet the project's environmental performance goals as set forth in the specific requirements of this section. Specific project goals that may impact this area of work include: use of recycled-content materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. Ensure that the requirements related to these goals, as defined in this Section, are implemented to the fullest extent. Substitutions or other changes to the work shall not be allowed if such changes compromise the stated LEED BUILDING Performance Criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN :

A. The Contractor shall prepare a Construction IAQ Management Plan in coordination with each subcontractor and submit the IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00, SUBMITTAL PROCDEURES. The Construction IAQ Management Plan shall meet the following criteria:

1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) "IAQ Guidelines for Occupied Buildings under Construction", First Edition, 1995.
2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
3. If air handlers are to be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999.
4. Filtration media shall be replaced immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 if the project is pursuing Indoor Air Quality Credit 5: Indoor Chemical Pollutant Source Control.
5. A "Sequence of Finish Installation Plan" shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as "sinks".
6. Upon approval of the Plan by the Commissioner, it shall be implemented by the Contractor through the duration of the construction process, and documented in accordance with the Submittal Requirements of Sub-Section 1.8 herein.

B. Further description of the Construction IAQ Management Plan requirements is as follows:

1. SMACNA Guidelines: Chapter 3 of the referenced "IAQ Guidelines for Occupied Buildings Under Construction", outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections). All subsections shall be listed in the Plan; items that are not applicable for this project should be listed as such.
   a. HVAC Protection
      1) Protect air handling and distribution equipment and air supply and return ducting during construction.
      2) All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.
      3) Cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminant intrusion.
      4) Apply protection immediately after ducting.
      5) Protect ducting runs at the end of day's work.
      6) Inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.
   b. Source Control
      1) Protect stored on-site or installed absorptive or porous materials.
      2) Do not use wet or damaged porous materials in the building.
      3) Recover, isolate, and ventilate containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications.
      4) Exhaust fumes from idling vehicles and gasoline fueled tools through use of funnels or temporary piping.
      5) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, shall be closed when not in use.
   c. Pathway Interruption
      1) Depressurize work areas to contain dust and odors.
      2) Pressurize occupied spaces to prevent intrusion of dust and odors.
      3) Erect barriers to contain construction areas.
      4) Relocate pollutant sources.
      5) Temporarily seal the building and provide 100% outside air for ventilation.
   d. Housekeeping
      1) Store materials on elevated platforms under cover, in a designated dry, clean location, prior to unpacking for installation.
      2) If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.
      3) Institute cleaning activities to remove contaminants from the building prior to occupancy. Clean all coils, air filters, and ductwork prior to performing testing, adjusting, and balancing of HVAC systems.
      4) Sweep the work area on a daily basis. Use an efficient and effective dust collecting method such as damp cloth, wet mop, or vacuum with particulate filters. Activities which produce high levels of dust shall be cleaned up immediately upon completion.
      5) Spills or excess applications of products containing solvents, or with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, must be removed immediately.
      6) Dust all walls prior to application of finishes.
      7) Vacuum all stud tracks prior to application of insulation.
      8) Materials which become contaminated through direct exposure to moisture from

precipitation, plumbing leaks, or condensation shall be replaced by the Contractor.

e. Scheduling
   1) Phase construction such that absorptive materials are installed only in areas that are weathertight.
   2) Schedule activities that utilize "sources" of VOC contamination to take place prior to installing high absorbent materials that will act as "sinks" for contaminants.
   3) Review of the appropriate components of the Construction IAQ Management Plan shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.

2. Protection of Materials from Moisture Damage: As part of the "Housekeeping" section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.

3. Replacement of Filtration Media: Under the "HVAC Protection" section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided. The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.

4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials shall be installed after the installation of materials or finishes which have high short-term emissions of VOC's, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.

5. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

   <u>OPTION 1 — Flush-Out</u>

   • After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

   OR

   • If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

   OR

OPTION 2 — Air Testing

• Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.

• Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

• For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.

• The air sample testing shall be conducted as follows:

a. All measurements shall be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.

b. The building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.

c. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points shall not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.

d. Air samples shall be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.

6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. Designate one individual as the Construction IAQ Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation. Include provisions in the Construction IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.

a. Distribution: The Contractor shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

b. Instruction: The Contractor shall provide on-site instruction of appropriate site management to all Contractor's Subcontractors.

c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.07 herein.

B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contactor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.

C. Provide the Commissioner with a minimum of 18 photographs as required under the provision for Special Photographs, in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction. The photographs shall document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping, and shall be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to project meeting minutes or similar project documents which reference to the Construction IAQ Management Plan measure documented.

D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

A. The Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of its subcontractors in the IAQ Management Plan.

B. Responsibility of Subcontractors: Subcontractors for this project shall be responsible to cooperate with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19

SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. OPR and BoD documentation are included by reference for information only.

C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

1.2 SUMMARY:

A. This Section includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems, and equipment being commissioned.

B. This Section includes:
1. Definitions
2. Commissioning Team
3. City's Responsibilities
4. Each Contractor's Responsibilities
5. Commissioning Authority's/Agent's (CxA) Responsibilities
6. Commissioning Documentation
7. Submittals
8. Coordination

1.3 RELATED SECTIONS: Include without limitation the following:

A. "HVAC Commissioning Requirements" indicated in other sections of the project specifications for specific requirements for commissioning HVAC systems.

B. This project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall cooperate with the CxA and provide whatever assistance is required.

C. Related Sections include without limitation the following:
1. Section 01 10 00 SUMMARY
2. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
3. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
5. Section 01 79 00 DEMONSTRATION AND OWNERS PRE-ACCEPTANCE ORIENTATION
6. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Commissioner: The Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).

D. BoD: Basis of Design: A document, prepared by the Consultant Architect/Engineer, that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

E. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

F. CxA: Commissioning Agent (Aka Commissioning Authority) under separate contract with the City of New York to provide Commissioning Services for this project.

G. OPR: Owner's (City of New York) Project Requirements: A document, prepared by the Consulting Architect/Engineer) that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

H. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

I. TAB: Testing, Adjusting, and Balancing.

1.5 COMMISSIONING TEAM:

A. Members Appointed by the Contractor and its Subcontractors: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of the Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by the City:

1. Commissioning Authority/Agent (CxA): The designated person, company, or entity under separate contract with the City that plans, schedules, and coordinates the commissioning team to implement the commissioning process.
2. Representatives of the facility user and operation and maintenance personnel.
3. Consultant Architect/Engineer and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

A. Provide the OPR documentation to the Commissioning Agent (CxA) for use in developing the commissioning plan; systems manual; operation and maintenance training plan; and testing plans and checklists.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

C. Provide the BoD documents, prepared by the Consulting Architect/Engineer and approved by the Commissioner, to the Commissioning Agent (CxA) for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.7 CONTRACTOR'S RESPONSIBILITIES:

A. The Contractor shall provide utility services required for the commissioning process.

B. As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in scheduled construction-phase coordination and commissioning team meetings.
2. Integrate and coordinate commissioning process activities with the construction schedule.
3. Review and accept commissioning process test procedures provided by the CxA.
4. Review and accept construction checklists provided by the CxA.
5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
7. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.
10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

A. Organize and lead the commissioning team.

B. Prepare a construction-phase commissioning plan. Collaborate through the Resident Engineer with each Contractor and with subcontractors to develop test and inspection procedures. Include design changes and coordinate commissioning activities with the overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

C. Review and comment in accordance with Section 01 33 00, SUBMITTAL PROCEDURES, on submittals from the Contractor for compliance with the OPR, BoD, Contract Documents, and construction-phase commissioning plan. Review and comment on performance expectations of systems and equipment and interface between systems relating to the OPR and BoD.

D. Coordinate with the Resident Engineer to convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent CxA will prepare and distribute minutes to commissioning team members and attendees within three workdays of the commissioning meeting.

E. At the beginning of the construction phase, coordinate with the Resident Engineer's kick-off meeting schedule to conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance training sessions, TAB Work, and Project completion.

F. Observe and inspect construction. Report progress and deficiencies to the Commissioner. In addition to compliance with the OPR, BoD, and Contract Documents, inspect systems and equipment installation for adequate accessibility required for component maintenance replacement and repair.

G. Prepare Project-specific test and inspection procedures and checklists.

H. Coordinate with the Resident Engineer to schedule, direct, witness, and document tests, inspections, and systems startup.

I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.

J. Certify date of acceptance and startup for each item of equipment for start of warranty periods.

K. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BoD, and Contract Documents. Operation and maintenance documentation requirements are specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS.

L. Record and edit demonstration and orientation sessions on DVD.

M. Prepare commissioning reports.

N. Assemble the final commissioning documentation, including the commissioning report and Systems Manual.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor shall assist the Commissioning Agent (CxA) in the development and compiling of the following Commissioning Documentation:

A. Index of Commissioning Documents: The Commissioning Agent (CxA) will prepare an index including the storage location of each document.

B. OPR: A written document prepared by the Commissioning Agent (CxA) that details the functional requirements of the Project and expectations of how it will be used and operated. This document includes the Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

C. BoD Document: A document prepared by the Consulting Architect/Engineer that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that explain the designed systems.

D. Commissioning Plan: A document prepared by the Commissioning Agent (CxA) that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process.

E. Test Checklists: The Commissioning Agent (CxA) will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the project specifications.

F. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.

G. Test and Inspection Reports: The Commissioning Agent (CxA) will record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application will be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

H. Corrective Action Documents: The Commissioning Agent (CxA) will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor shall retest systems and equipment requiring corrective action. The CxA will document retest results.

I. Issues Log: The Commissioning Agent (CxA) will prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the OPR, BoD, and Contract Documents. The log will identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1. Commissioning Report: The Commissioning Agent (CxA) will document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report will indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BoD, and Contract Documents.

J. Systems Manual: The Commissioning Agent (CxA) will gather required information and compile systems manual as specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS..

1.10 SUBMITTALS:

A. Commissioning Plan Pre-final Submittal: The Commissioning Agent (CxA) will submit six (6) copies of the pre-final commissioning plan to the Commissioner for review and distribution.

B. Commissioning Plan Final Submittal: The Commissioning Agent (CxA) will submit six (6) hard copies and electronically formatted information of the final commissioning plan to the Commissioner. The final submittal will address previous review comments.

C. Test and Inspection Reports: CxA will submit test and inspection reports.

D. Corrective Action Documents: CxA will submit corrective action documents.

1.11 COORDINATION:

A. Coordinating Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer's regularly scheduled construction progress meetings to conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pre-testing Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer to conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

C. Testing Coordination: The Commissioning Agent (CxA) will coordinate with the Resident Engineer the sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Coordinate schedule times with the Resident Engineer for tests, inspections, obtaining samples, and similar activities.

D. Manufacturers' Field Services: The Commissioning Agent (CxA) will coordinate services of manufacturers' field services.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 OPERATION & MAINTENANCE MANUALS

A. General
   1. The CxA shall review the Operation & Maintenance manuals provided by the Contractor or subcontractors for completeness of the document. The review process shall verify that Operation & Maintenance instructions meet specifications and are included for all commissioned equipment furnished by the Contractor.
   2. Published literature shall be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.
   3. The Contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information shall be system specific, concise, to the point and tailored specifically to this facility. The CxA shall review these documents as necessary for final corrections by the Contractor.

B. The Operation & Maintenance Manual review and coordination efforts shall be completed prior to Owner orientation sessions, as these documents are to be utilized in the training sessions.

C. System Operations Manual
   1. The CxA shall prepare and deliver these documents with inputs from other agencies. The contractors will confirm the proper documents are onsite and readily available. Typically, the manual includes the following:
      a. Commissioned systems single line diagrams (Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
      b. As built sequences of operations, control drawings and original set points (Design Consultant and BMS subcontractor)
      c. Operating instructions for integrated building systems (mechanical and BMS subcontractors).
      d. Recommended schedule of maintenance requirements and frequency (subcontractors).
      e. Recommended schedule for calibrating sensors and actuators (BMS subcontractor)

3.2 DEMONSTRATION AND INSTRUCTION

A. The Contractor shall schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations shall be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio training aids onsite with equipment.

B. The equipment vendors shall provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.

C. For additional prescription pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

3.3 WARRANTY REVIEW / SEASONAL TESTING

A. The CxA will return upon the start of the new season (cooling or heating) after project completion to conduct performance tests that could not be performed due to ambient conditions. The seasonal testing will only be performed if unsuitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted).

B. If agreed upon by facility, Seasonal Testing can also be used for the Warranty Review. During which the CxA will interview the occupants, maintenance staff, review the operation of the building, provide recommendations for installation and operational problems and document warranty and operational issues in the issues database.

3.4 RECORD DRAWINGS

A. The CxA shall review the as built contract documents to verify incorporation of both design changes and as built construction details. Discrepancies noted shall be corrected by the appropriate party.

END OF SECTION 01 91 13

NO TEXT

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

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

NYC DDC
Department of Design and Construction

Contract for Furnishing all Labor and Material Necessary

Contractor

Dated _____ , 20____

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated _____ , 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20____

FMS ID: **PV488-BN**

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

NYC DDC
Department of Design and Construction

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

CONTRACT NO. 1 **GENERAL CONSTRUCTION**

BronxNet Public Access Media Facilities Renovation

LOCATION: **2790 Goulden Avenue**
BOROUGH: **Bronx 10468**
CITY OF NEW YORK

On-Trac Construction Associates, Inc.
Contractor

Dated June 12, , 20 18

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated April 14, , 20 17

PJ 4/14/17

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20 _____

Department of Design and Construction

PROJECT ID: PV488-BN

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 3 OF 3

ADDENDUM TO THE GENERAL CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

BronxNet Public Access Media Facilities Renovation

LOCATION: 2790 Goulden Avenue
BOROUGH: Bronx 10468
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION

FOR: DCLA

BY: Bentel & Bentel

Date: December 16, 2016

17-072

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

ADDENDA CONTROL SHEET

BID OPENING DATE: May 31, 2017

PROJECT No. : PV488-BN

TITLE: **BronxNet Public Access Media Facilities Renovation**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	GENERAL COUNSEL
#1 Revised Pre-Bid Conference Location		5/15/2017		

BID RM RECEIVED
15 MAY 2017 16:27

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

May 15, 2017

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV488-BN
BronxNet Public Access Media Facilities Renovation

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 are advised that the **PRE-BID CONFERENCE** for **BronxNet Public Access Media Facilities Renovation** scheduled for **Tuesday, May 16, 2017 at 10:00am,** will be held at the following location:

   BronxNet (*Lehman College Campus*)
   Carman Hall - Sub Cellar C4
   2790 Goulden Avenue
   Bronx, NY 10468

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) 391-3170, (718) 391-1016, or by fax at (718) 391-2615.

Mike Nastasi
Assistant Commissioner
Culturals/Parks Program

ON-TRAC CONSTRUCTION ASSOCIATES INC.
Name of Bidder

By: _____

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

ADDENDA CONTROL SHEET

BID OPENING DATE: June 2, 2017

PROJECT No. : PV488-BN

TITLE: BronxNet Public Access Media Facilities Renovation

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	APPROVED BY: GENERAL COUNSEL
#1 Revised Pre-Bid Conference Location		5/15/2017		
#2 Revised Bid Opening Date; Questions from Bidders and Responses to Questions; Revisions to the Bid Booklet; Revisions to the Addendum to the General Conditions		5/26/2017	[signature]	[signature] 5/26/17

DDC PROJECT #: **PV488-BN**

PROJECT NAME: BronxNet Media Public Access Media Facilities Renovation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Door #21 on Drawing A-103 is listed as not part of contract (N.I.C.), but the Bid Breakdown includes this door. Please clarify.	This door is not in contract. Refer to drawing A-103, door #21 at the sub-cellar level indicates Not In Contract (N.I.C.). The door is also shown as N.I.C. on the door schedule (drawing A-702). See Attachment B, Revisions to the Bid Booklet, for clarification.
2	Per the Addendum to General Conditions, please indicate how the Academic Calendar applies to our work schedule.	Regarding the Addendum to the General Conditions, "Additional Sections," the General Academic Schedule is provided as a guide line. The only day when work is not permitted is commencement day. Potential impactful work to be coordinated with the Commissioner and reviewed as per specified 2 week look ahead. Refer to Attachment C, Revisions to the Addendum to the General Conditions, for further information.
3	"Is the project to be done in Phases? Is there a phasing schedule?	No, there is no phasing for this project.
4	Will this project be done strictly on Overtime?	No
5	Who is the Fire Alarm Vendor?	Refer to page 2a of this Bid Booklet in Volume 1 for this information.
6	Is the security guard required? If so, when?	Yes. Refer to the Addendum to General Conditions "Applicability of Sections," and Section 015000 of the General Conditions "Temporary Facilities, Services and Controls," Section 3.18(A-C) for this information.
7	Is temporary heat required?	Yes. Refer to the Addendum to General Conditions "Applicability of Sections," and Section 015000 of the General Conditions "Temporary Facilities, Services and Controls," Section 3.5 (A-J)) for this information.
8	Is there an asbestos report?	Yes. Refer to Section 028213 "Asbestos Abatement."

DDC PROJECT #: **PV488-BN**

PROJECT NAME: **BronxNet Media Public Access Media Facilities Renovation**

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Delete page 23-7 of the Bid Booklet and replace with revised page 23-7R, included with this Addendum.

Department of Design and Construction

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: BronxNet Public Access Media Facilities Renovation
Location: 2790 Goulden Avenue, Bronx NY 10468
Bidder:

DDC ID: PV488-BN
Sponsor Agency: DCLA

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
Division 8	OPENINGS							
081113	**Hollow Metal Doors and Frames**							
	Cellar							
	Door Type C: HM insulated; flush; w/14" dia. vision panel; 3'-0" x 7'-0" (#2, #3,#4 & #11)		ea					
	Door Type C: HM insulated; flush; w/14" dia. vision panel; 3'-0" x 6'-8" (#5)		ea					
	Door Type D: HM; flush; 2'-0" x 6'-8" (#6)		ea					
	Door Type D: HM; flush; 2'-0" x 7'-10" (#17)		ea					
	Door Type E: HM; flush; twin 2'-0" x 6'-8" (#7)		ea					
	Door Type F: HM insulated; flush; w/14" dia. vision panel; 3'-0" x 6'-8" (#8 & #9)		ea					
	Door Type J: HM insulated; flush; w/14" dia. vision panel; 3'-0" x 7'-10" (#16)		ea					
	Subtotal							
081416	**Flush Wood Doors**							
	Cellar							
	Door Type H: SC wood; 90 min fire rating; flush; w/10" dia. vision panel; 3'-0" x 7'-10" (#1 & 15)		ea					
	Subtotal							

DDC PROJECT #: **PV488-BN**

PROJECT NAME: BronxNet Media Public Access Media Facilities Renovation

ATTACHMENT C – REVISIONS TO THE ADDENDUM TO THE GENERAL CONDITIONS

The following is added to Section 1.3 Item Y

LEHMAN COLLEGE 2017-2018 ACADEMIC CALENDAR

- Fall Semester in 2017
  - August 25th, 2017 - College open and first date of semester
  - September 3rd, 2017 - No classes Scheduled
  - September 4th, 2017 - Labor Day & College closed
  - September 20th to 22nd, 2017 - No classes Scheduled
  - September 29th to 30th, 2017 - No classes Scheduled
  - October 9th, 2017 - Columbus Day & College closed
  - November 23rd to 26th, 2017 - Thanksgiving Holidays & College closed
  - December 13th, 2017 - College open and Final Exams Day
  - December 14th, to 20th, 2017 - College open and Final Exams Days
  - December 24th to 25th, 2017 - X-mas Holidays & College closed
  - December 31th, 2017 - College closed
  - January 1st, 2018 - College closed

- Winter Semester in 2018
  - December 24th to 25th, 2017 - X-mas Holidays & College closed
  - December 31th, 2017 - College closed
  - January 1st, 2018 - New Year's Day & College closed
  - January 15th, 2018 - Martin Luther King Jr. Day & College closed
  - January 23rd, 2018 - College open and Final Exams Day

- Spring Semester in 2018
  - December 24th to 25th, 2017 - X-mas Holidays & College closed
  - December 31th, 2017 - College closed
  - January 1st, 2018 - New Year's Day & College closed
  - January 15th, 2018 - Martin Luther King Jr. Day & College closed
  - January 27th, 2018 - College open and first date of semester
  - February 12th, 2018 - Lincoln's Birthday & College closed
  - February 19th, 2018 - Presidents' Day & College closed
  - March 30 to April 8th, 2018 - Spring Recess
  - May 17th, 2018 - College open and Final Exams Day
  - May 17th, to 24th, 2018 - College open and Final Exams Days
  - May 31st, 2018 - Commencement

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

May 26,2017

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV488-BN
BronxNet Public Access Media Facilities Renovation

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

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

1. **The Bid Opening for the contract described below scheduled for May 31, 2017, at 2:00 pm is rescheduled to June 2, 2017, at 2:00 pm.**

   Contract #1 – General Construction Work

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

3. **Revisions to the Bid Booklet:**
   See Attachment B

4. **Revisions to the Addendum to the General Conditions:**
   See Attachment C

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

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-3170, (718) 391-1016, or by fax at (718) 391-2615.

Michael Nastasi
Assistant Commissioner
Cultural/ Parks Programs

ON-TRAC CONSTRUCTION ASSOCIATES INC.
Name of Bidder

By: _____

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

ADDENDA CONTROL SHEET

BID OPENING DATE: June 9, 2017

PROJECT No. : PV488-BN

TITLE: BronxNet Public Access Media Facilities Renovation

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	GENERAL COUNSEL
#1 Revised Pre-Bid Conference Location		5/15/2017		
#2 Revised Bid Opening Date; Questions from Bidders and Responses to Questions; Revisions to the Bid Booklet; Revisions to the Addendum to the General Conditions		5/26/2017		
#3 Revised Bid Opening Date; Questions from Bidders and Responses to Questions; Revisions to the Drawings		6/2/2017		

DDC PROJECT #: **PV488-BN**

PROJECT NAME: **BronxNet Media Public Access Media Facilities Renovation**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Please provide the Asbestos Abatement Drawings.	See Attachment B, Revisions to the Drawings, for this information.

DDC PROJECT #: **PV488-BN**

PROJECT NAME: **BronxNet Media Public Access Media Facilities Renovation**

ATTACHMENT B – REVISIONS TO THE DRAWINGS

The following Drawing Sheet has been revised and included with this Addendum:

T-001.00: Cover Sheet

The following Drawing Sheets are included with this Addendum:

H-001.00: Asbestos Abatement General Notes
H-002.00: Asbestos Abatement Cellar

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

June 2, 2017

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV488-BN
BronxNet Public Access Media Facilities Renovation

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

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

1. **The Bid Opening for the contract described below scheduled for June 2, 2017, at 2:00 pm is rescheduled to June 9, 2017, at 2:00 pm.**

   Contract #1 – General Construction Work

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

3. **Revisions the Drawings:**
   See Attachment B.

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) 391-3170, (718) 391-1016, or by fax at (718) 391-2615.

Michael Nastasi
Assistant Commissioner
Cultural/ Parks Programs

ON-TRAC CONSTRUCTION ASSOCIATES INC.
Name of Bidder

By: _____

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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

ADDENDUM TO THE GENERAL CONDITIONS FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: **PV488-BN**

PROJECT NAME: **BronxNet Public Access Media Facilities Renovation**

PROJECT DESCRIPTION: The Project consists of interior renovations to the existing BronxNet Facilities. The work will include new metal stud and gypsum board partitions, new ceilings, new flooring, new lighting and a new accessible wheelchair lift. The work also includes modifications and improvements to the existing MEPS systems to accommodate the new construction.

PROJECT LOCATION: ***2790 Goulden Avenue***
BOROUGH: ***Bronx***
CITY OF NEW YORK
ZIP CODE: ***10468***
COMMUNITY BOARD #: ***7***

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

Not Used.

IV. PROJECT MANAGEMENT

[X] DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.

[ ] DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 1000	1.4 (B)	Scope and Intent / LEED		X	
	1.4(C)	Scope and Intent / Commissioning		X	
01 3233		Photographic Documentation	X		
01 3300	1.7 (A-D)	LEED Submittals		X	
01 3503		General Mechanical Requirements	X		
01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)	X		
	3.3 (A-E)	Electrical Wiring Devices	X		
	3.4 (A-I)	Electrical Conductors and Terminations	X		
	3.5 (A-B)	Circuit Protective Devices	X		
	3.6 (A-J)	Distribution Centers	X		
	3.7 (A-I)	Motors	X		
	3.8 (A-I)	Motor Control Equipment	X		
01 3591		Historic Treatment Procedures		X	
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water		X	
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities	X		
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units	X		
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets		X	
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines		X	

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service		X	
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		X	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting	X		
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		X	
	3.5 (A-J)	Temporary Heat	X		
	3.8 (A)	DDC Field Office / Office Space in Existing Building	X		
	3.8 (B)	DDC Field Office / DDC Field Office Trailer		X	
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer *Select for projects managed by DDC using its own personnel (see Section IV).*		X	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer *Select for projects managed by a Construction Management firm (see Section IV).*		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	

ADDITIONAL SECTIONS/SUB-SECTIONS

The Contractor is advised that the additional Sub-Sections set forth below are included in the General Conditions and apply to the Project.

LEHMAN COLLEGE RULES & REGULATIONS

1.1 GENERAL INFORMATION

A. About Lehman College:

1. Lehman College, part of City University of New York (CUNY), serves approximately 12,000 students and employs a staff of 750. The campus is comprised of seventeen (17) buildings situated on approximately 37.5 acres. The campus is fenced and contains eleven (11) entrances, two (2) on-site parking area for staff, one (1) accessory parking lot located on Goulden Avenue for faculty and one (1) accessory parking lot located on Goulden Avenue for students.

2. The campus is open not only to student population and its employees, but to the public and visiting K-12 students from various local public and private schools. Usual campus operating hours are 7:00AM - 11:00PM year round. Lehman College hosts many functions throughout the year, many of which generate revenue for the CUNY, the college and student organizations.

B. Working at Lehman College:

1. All buildings will be occupied and operational during the construction under this contract.

1.2 PROJECT PROTOCOL

A. Contractors and their workers are not allowed to discuss any aspects of the Project, their work, or the scheduling of work with any College Personnel, without permission of Lehman College; all discussions shall be directed to Lehman College only. Any violation of this will result in the removal of the offending party from the project for the duration of the project.

B. No work shall be scheduled or performed in such a manner that New York City Building Department and Fire Department Code requirements for building occupant emergency egress are violated.

C. For the health and safety of the College Population, the Contractor shall take all necessary precautions and measures to control and minimize the spread of dust and debris generated by the work. The Contractor shall install temporary enclosures or modify existing enclosures in order to limit any such debris or dust entering occupied spaces at the direction of DDC or Lehman College.

D. The Contractor shall produce their own Site Safety program and submit it to the DDC for review and acceptance. Each Site Safety Program shall meet, at a minimum, the requirements of the Project Site Safety Plan adopted by the DDC, which is included in the Contract Documents. The Contractor shall execute the requirements of the Site Safety Plan included in the Contract Documents and address the violation noted by the Site Safety Manager.

E. Contractors and their workers will not be allowed to park within the Lehman College Campus or its parking lots.

F. Every week, the Contractor shall provide a written 2-week look-ahead schedule. For each calendar day, the schedule shall indicate active work areas, work to be performed and number of workers assigned. Note date and time of material deliveries, waste pickups and other events.

G. Deliveries shall be confirmed no less than three (3) business days in advance with the college. Unscheduled deliveries shall be turned away. Any cost incurred by the Contractor whose delivery is turned away shall be the sole responsibility of the Contractor.

1.3 CONTRACTOR USE OF PREMISES

A. Coordinate Use of Premises: The Contractor must coordinate with and obtain written clearances from Lehman College prior to performing any activity, which may affect the daily operations of the College. This shall be done at Coordination Meetings or Job Meetings where the request will be noted in the meeting minutes and by written request when changes arise. Any such written request must be received by Lehman College at least 72 hours in advance of the intended start date. Changes in work locations by such request are not guaranteed. Any failure by Lehman College to grant such changes shall not be cause for delay.

B. Strictly follow the College's Rules and Regulations:

1. Access to the project site shall be through the loading dock (see phasing diagram-site plan- A-085.00) and interior subterranean tunnel. Construction debris removal and material delivery shall be made at the loading dock at the cellar level and through subterranean tunnel (see phasing diagram-site plan- A-085.00). For access to exterior staging area, see phasing diagram-site plan- A-085.00.

2. No worker shall park in any designated College Parking Area at any time. Doing so will result in the possible ticketing and towing of the vehicle.

3. Consistent with paragraph 10 below, no workers shall utilize facilities on campus that are intended for use by the College population, including any of the cafeterias, food vending machines, bathrooms, etc.

4. There shall be no smoking on campus that is, inside or outside any of the College's buildings or tunnels in accordance with CUNY Policy and NYS Law. Comply with College policies relating to smoking at the Site.

5. No worker is permitted to fraternize with or otherwise engage the College Population. Doing so shall result in the immediate removal of the worker by the Campus Security Force.

6. The Contractor, its workers and agents shall at all times maintain their work areas in a clean and orderly manner to safeguard the College population. Upon completion of the day's work, the area of work shall be free of debris with floor swept and the area left dust free. The Contractor is responsible for removal and proper placement of their debris within containers. If Contractor is found to be placing their debris in an unsafe manner, they will be notified to immediately correct the unsafe condition. If notification is left unheeded, the Contractor shall be back-charged for correcting the condition.

7. The Contractor is aware that the illegal use, possession, distribution, or sale of narcotic drugs or controlled substances, as well as the use of alcoholic beverages, is prohibited anywhere on College property. Each Contractor, its workmen and/or agents, will be subject to detainment by the Campus Security Force and violators will be turned over to the NYPD and will be prosecuted.

8. Anyone removed by the College Security Force will be banned from the job site for the duration of the project.

9. Workmen are required to be dressed in accordance with OSHA and Construction Industry Standards. No sleeveless shirts, shorts, sneakers, etc. shall be worn at anytime.

10. The Contractor and its workforce shall promptly arrive at the College Campus at the beginning of the workday and directly proceed into the construction site area. The Contractor and its workforce shall promptly leave the College Campus at the end of the workday. Loitering at anytime within other areas or other campus buildings is prohibited.

C. The use of the premises for the performance of the Contractor's work will be under the overall control of the City of New York and the College.

D. As part of the Contract Documents, the college has designated areas which the Contractor may use for temporary material and equipment storage, for remote construction staging and preparation work (i.e., on-site work areas needed other than in the specific areas where the work is being performed and where the new work is being installed).

E. Due to a limited availability of storage on campus, Contractor shall plan on receiving multiple deliveries of materials throughout the project.

F. Site Utilization:

1. Waste Containers:

a. The college will designate a location where the Contractor can maintain waste containers.

b. Contractor shall cover containers at the end of each day to avoid dumping of unsorted and assorted waste by others.

2. Materials Storage:

a. The college will designate a location where the Contractor can maintain a storage area.

b. Contractor shall provide chain-link around storage areas.

c. Protect tree root systems from damage, flooding and erosion. Stay off the root zone of trees. Restore grass areas after storages are removed, with new top soil, seeding and watering.

G. All furnishings, equipment and room finishes as originally present in the area(s) shall, upon completion of the work, be free from damage, defacement or other defects. The cost of any repairs or replacements shall be at the sole expense of the Contractor.

H. Work hours shall be as established by the college or City of New York. No work may be performed at any other time without written authorization from the college or the City of New York.

I. No work shall be performed in any one area without a minimum of five (5) working days (excluding weekends) prior notification to the college or the City of New York of the planned start of work and the estimated duration of the work.

J. Inform the college and the City of New York of work area access requirements. The college and the City of New York will coordinate and schedule the requirements with College staff to obtain and ensure timely availability of work areas.

K. Check in with the City of New York, as directed, at the beginning of each workday. Furnish information regarding where employees will be working during the day.

L. Comply with the College's visitor identification policy. The current policy manual will be discussed at the initial job meeting.

M. The following items are not allowed on the Site or on College premises:

1. Firearms, ammunition, weapons and dangerous instruments (other than tools required for the Work).

2. Alcoholic beverages and persons under the influence of same.

3. Illegal controlled substances and persons under the influence of same.

N. Keep driveways and entrances serving the premises clear and available to the college and the college's employees at all time. Do not use these areas for storage of materials or parking.

O. Stored material shall be protected from the elements and from damage by man-made contaminants. Security of storage facilities is the responsibility of the Contractor, not the City of New York. Any loss or damage will be the responsibility of the Contractor.

P. Tool Storage: The City of New York will designate a location where the Contractor can maintain a locked tool storage cabinet ("gang box"). Stored tools are the responsibility of the Contractor.

Q. Full Owner Occupancy: The College will occupy the site and existing buildings during the entire construction period. Cooperate with the College and College's Representative during construction operations to minimize conflicts. Minor electrical and mechanical removal and reinstallation will be required and must be coordinated with the City of New York.

R. The Contractor shall not be responsible for moving plants, furniture and other items belonging to the building occupants. The occupants shall move these items as necessary. If occupant owned items interfere with the course of the work, the City of New York shall be notified.

S. The Contractor shall be responsible and accountable for employees, suppliers, subcontractors and their employees, with regard to their use of the premises. Direct them to comply with the College Regulations and with the security and traffic regulation.

T. Furnish College authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.

U. Comply with applicable federal and State of New York Right-to-Know Law provisions and supply copies of the appropriate Material Safety data Sheets (MSDS) to the City of New York and to the College.

V. Direct employees to be watchful for the people in or near the work area where safety hazards may be present. Notify the college or City of New York, if necessary, to remove them from the work area or Site.

W. Report fire and other emergency situations to the College and the City of New York immediately.

X. Do not physically or verbally mistreat students, faculty or other persons at the College.

Y. The following general description of the Academic Calendar is provided for the Contractor's conveniences. During the construction Work, the academic calendar that is then in effect shall prevail for scheduling of potentially disruptive work.

1. The Fall Semester is 15 weeks, which runs from late August to mid December.

   a. During the Fall Semester there are 5 academic holidays when no classes are held: 3 in September and 2 in October.

   b. During the Fall Semester there are 4 public holidays when the campus is closed (no classes or staff): 1 in September (Labor Day), in October (Columbus Day), 2 in November (Thanksgiving).

c. There are 10 days of finals in December: 6 weekdays and 2 weekend days. During Final Exams the Contractor is not permitted to perform any noisy work.

d. Between Fall and Winter Session there are 12 days without classes (late December/early January).

e. During those days there are up to 6 days that the campus is closed: 2 or 3 in December (Christmas), 2 or 3 in January (New Year's).

2. Winter Session is the 1st three weeks of January.

a. During the Winter Session there is 1 day that the College is closed (Martin Luther King, Jr.).

3. The Spring Semester is 15 weeks, generally staring the last Thursday in January.

a. During the Spring Semester there are 2 days in February that the campus is closed (Lincoln's Birthday and President's Day).

b. During the Spring Semester there are 9 days without classes (Spring Break in April).

c. There are 9 days of Final Exams in May: 7 weekdays and 2 weekend days. During Final Exams the Contractor is not permitted to perform any noisy work.

d. Between Spring and the 1st Summer Session there are 4 days without classes.

e. 1 day the campus is closed (Memorial Day): last Monday in May.

f. 1 day the Contractor is not allowed to work: 1st Thursday in June (Commencement Ceremony).

4. The 2 Summer Sessions combined run for 9 weeks from the 1st week of June through the 1st week of August.

a. Between the 1st and 2nd Sessions there are 3 days without classes (end of June/early July).

b. 1 day that the campus is closed (4th of July).

c. Between Summer Sessions and the start of the Fall Semester there are 3 weeks without classes, usually the 1st 3 weeks of August.

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

SPECIAL EXPERIENCE REQUIREMENTS APPLY AS INDICATED BELOW:

Special Experience Requirements are **not** applicable to **the Bidder** for this contract since the Department of Design and Construction has established a pre-qualified list ("**PQL**") of contractors for furnishing all labor, materials and equipment, necessary and required to perform work on facilities determined by the City to be General Construction – Small Projects. This procurement for the specified work is being advertised and let solely to bidders who were previously pre-qualified based on their prior experience, and placed on the General Construction – Small Projects PQL. Bids submitted by other than such pre-qualified bidders will be rejected as non-responsive bids.

IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

(1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.

(2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".

(3) Architect / Engineer: Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".

(4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.

(a) Proprietary Items: If the Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.

(5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.

(a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.

(b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.

(c) Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.

(d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.

(6) Alternate Bids: If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.

(7) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted:

"Such Engineer must be a Professional Engineer, licensed in the State of New York."

(8) LEED Related Provisions: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles, such provisions are deemed deleted and replaced with the requirement that if the contractor has purchased FSC certified wood, rapidly renewable materials, or materials within 500 miles, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).

(9) Guarantees: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.

(10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.

(a) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.

(b) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.

(c) In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.

(11) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.

(12) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.

(13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.

(14) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.

(15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.

(16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.

(17) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications

and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)
Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to each separate contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1	
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet	
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet	
Article 14 Contract	Time of Completion	Consecutive Calendar Days	**540 ccds**	
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	**$400**	
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	**60%**	
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required	**5%**
			If 100% bonds are not required, and Contract Price is $1,000,000 or less	**5%**
			If 100% bonds are not required, and Contract Price is more than $1,000,000	**10%**
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	**1%**	
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions	
Article 74 Contract	Statement of Work		See Contract Article 74 Three	
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75 One million seven hundred sixty-eight thousand two hundred fifty-six dollars	
Article 79 Contract	MWBE Program		See M/WBE Utilization Plan in the Bid Booklet	

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $1,000,000.00 per occurrence and $2,000,000.00 per project aggregate applicable to this **Contract.** Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). 3. The City University of New York 4. The State of New York 5. The Dormitory Authority of the State of New York
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 □ Jones Act Art. 22.1.3 □ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **Note**: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)		Minimum Limits and Special Conditions
■ Builders' Risk	Art. 22.1.4	100 % of total value of **Work** **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ Commercial Auto Liability	Art. 22.1.5	$1,000,000.00 per accident combined single limit If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
☐ Contractor's Pollution Liability	Art. 22.1.6	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.7(c)	$_____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Ship Repairers Legal Liability	$_____ each occurrence [Contracting agency to fill in total value of City vessels involved]
[OTHER] Art. 22.1.8 ☐ Collision Liability/Towers Liability	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Railroad Protective Liability _____	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

[OTHER] ■ Asbestos Liability _____	Art. 22.1.8	Only required of the Contractor or Subcontractor performing any required asbestos removal. $1,000,000 each occurrence, $2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal. Additional Insureds: 1. City of New York, including its officials and employees, and 2. The City University of New York 3. The State of New York 4. The Dormitory Authority of the State of New York
[OTHER] □ Boiler Insurance_____	Art. 22.1.8	$200,000
[OTHER] ■ Professional Liability In the event any section of the Specifications requires the Contractor to engage a Professional Engineer to provide design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing professional services, shall provide Professional Liability Insurance.	Art. 22.1.8	$1,000,000 per occurrence The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certificates of Insurance

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certification by Insurance Broker or Agent

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

_____

[Name of broker or agent (typewritten)]

_____

[Address of broker or agent (typewritten)]

_____

[Email address of broker or agent (typewritten)]

_____

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

_____

[Signature of authorized official or broker or agent]

_____

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

State of .....)
) ss:
County of .....)

Sworn to before me this

_____ day of _____, 20__

_____

NOTARY PUBLIC FOR THE STATE OF_____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART IV. Address of Commissioner

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

SCHEDULE B

Guarantees and Warranties

(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)

GUARANTY FROM CONTRACTOR

(1) Contractor's Guaranty Obligation: The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:

- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period shall be (2) two years.
- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period shall be (2) two years. During the guarantee period, the Contractor shall provide all maintenance services set forth in the Specifications.

(2) Guaranty Period: The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.

(3) Other Provisions Deemed Deleted: In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

****

WARRANTY FROM MANUFACTURER

(1) Contractor's Obligation to Provide Warranties: The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth below and will be replaced or repaired within such specified period. The Contractor shall deliver all required warranties to the Commissioner.

(2) Required Warranties:

Specification Number	Material or Equipment	Warranty Period
079200	Joint Sealants	Five Years
081416	Solid Core Interior Doors	Lifetime
084513	Glazed Aluminum Partitions	Ten Years
087100	Door Hardware	Three Years
088000	Glazing	Ten Years
095123	Acoustical Tile Ceilings	Ten Years
096813	Tile Carpeting	Ten Years
101423	Signage	Ten Years
144200	Wheelchair Lifts	Twenty/Five Years
220010	Plumbing General Requirements	One Year

230000	**Special Requirements for Mechanical and Electrical Work**	**One Year**
230900	**Instrumentation and Controls for HVAC**	**One Year**
232006	**HVAC Specialties**	**One Year**
232113	**Piping for HVAC**	**One Year**
233113	**Sheet Metal Ductwork and Accessories**	**One Year**
237313	**Air Cooled Split Air Conditioning Units**	**One Year**
260519	**Wire and Cable (600 Volts)**	**One Year**
260526	**Grounding and Bonding**	**One Year**
260533	**Raceways and Installation Components**	**One Year**
260910	**Power, Control and Alarm Wiring Systems**	**One Year**
262416	**Panelboards (Lighting and Distribution)**	**One Year**
262726	**Wiring Devices and Installation Components**	**One Year**
262813	**600 Volt Fuses**	**One Year**
262816	**Safety and Disconnect Switches**	**One Year**
265100	**Ballasts and Dimming Ballasts**	**Five Years**
283100	**Fire Alarm System Modif.**	**Two Years**

(3) Application: The obligations under the warranty for the periods specified above shall apply only to the manufacturer of the material or equipment, and not to the Contractor or its Surety; provided, however, the Contractor retains responsibility for obtaining all required warranties from the manufacturers and delivering the same to the Commissioner.

(4) Other Provisions: The warranty requirements set forth in this Schedule B are also included in the Specifications.

(a) In the event of any conflict between a warranty requirement set forth in the Specifications and a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall take precedence.

(b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, shall remain in full force and effect

(c) In the event a warranty requirement for a particular item of material or equipment is omitted from both Schedule B and the Specifications, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.

(d) In the event a warranty requirement is provided for a particular item of material or equipment, and such requirement specifies a warranty period that is longer than that which is actually provided by any of the specified manufacturers, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.

(e) Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

SCHEDULE C

Contract Drawings

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

T001.00	COVER SHEET
D101.00	CELLAR DEMOLITION PLAN - WEST
D102.00	CELLAR DEMOLITION PLAN - EAST
D103.00	SUB-CELLAR DEMOLITION PLAN
A080.00	ZONING PLAN, SITE PLAN & NOTES
A085.00	PHASING DIAGRAM - SITE PLAN
A086.00	PHASING DIAGRAM - FLOOR PLANS
A090.00	LEGEND & CONSTRUCTION NOTES
A100.00	PARTIAL EXTERIOR PLAN
A101.00	CELLAR FLOOR PLAN - WEST
A102.00	CELLAR FLOOR PLAN - EAST, PARTIAL PLAN - EQUIP. RACK ROOM
A103.00	SUB-CELLAR FLOOR PLAN
A111.00	CELLAR FLOOR REFLECTED CEILING PLAN - WEST
A112.00	CELLAR FLOOR REFLECTED CEILING PLAN - EAST
A121.00	CELLAR FLOORING PLAN - WEST
A122.00	CELLAR FLOORING PLAN - EAST
A123.00	SUB-CELLAR FLOORING PLAN
A201.00	INTERIOR ELEVATIONS
A202.00	INTERIOR ELEVATIONS
A300.00	WALL TYPES
A301.00	DETAILS
A302.00	DETAILS
A303.00	DETAILS
A401.00	CEILING DETAILS
A501.00	GLAZING DETAILS
A600.00	MILLWORK DETAILS
A601.00	MILLWORK DETAILS
A602.00	MILLWORK DETAILS
A700.00	LIGHT FIXTURE SCHEDULE
A701.00	FINISH SCHEDULE, DETAILS
A702.00	DOOR SCHEDULE
A703.00	DOOR TYPES, DOOR DETAILS
P001.00	PLUMBING SYMBOL LIST, GEN. NOTES, ABBREVIATION, DETAIL & RISER DIAGRAM
P101.00	PLUMBING CELLAR FLOOR PLAN - WEST
SP100.00	SPRINKLER SYMBOL LIST, NOTES, DETAILS AND ABBREVIATIONS
SPD101.00	SPRINKLER CELLAR FLOOR DEMOLITION PLAN - WEST
SPD102.00	SPRINKLER CELLAR FLOOR DEMOLITION PLAN - EAST
SP101.00	SPRINKLER CELLAR FLOOR PLAN - WEST
SP102.00	SPRINKLER CELLAR FLOOR PLAN - EAST
M001.00	HVAC SYMBOL LIST, ABBREVIATION, GENERAL NOTES
DM101.00	HVAC CELLAR FLOOR DEMOLITION PLAN - WEST
DM102.00	HVAC CELLAR FLOOR DEMOLITION PLAN - EAST
DM103.00	HVAC SUB-CELLAR FLOOR DEMOLITION PLAN
M101.00	HVAC CELLAR FLOOR PLAN - WEST
M102.00	HVAC CELLAR FLOOR PLAN - EAST
M103.00	HVAC SUB-CELLAR FLOOR PLAN
M200.00	HVAC DETAILS I
M201.00	HVAC DETAILS II

EN100.00	ENERGY ANALYSIS CONCHECK
E100.00	ELECTRICAL SYMBOL LIST, NOTES AND ABBREVIATIONS
ED101.00	ELECTRICAL CELLAR FLOOR DEMOLITION PLAN - WEST
ED102.00	ELECTRICAL CELLAR FLOOR DEMOLITION PLAN - EAST
ED103.00	ELECTRICAL SUB CELLAR DEMOLITION PLAN
E101.00	ELECTRICAL CELLAR FLOOR POWER PLAN - WEST
E102.00	ELECTRICAL CELLAR FLOOR POWER PLAN - EAST
E103.00	ELECTRICAL SUB CELLAR POWER PLAN
E201.00	ELECTRICAL CELLAR FLOOR LIGHTING PLAN - WEST
E202.00	ELECTRICAL CELLAR FLOOR LIGHTING PLAN - EAST
E301.00	ELECTRICAL PANEL SCHEDULES, SINGLE LINE DIAGRAM AND DETAILS
FA100.00	FIRE ALARM SYMBOL LIST, RISER, SEQUENCE OF OPERATION AND SYSTEM NOTES
FA101.00	ELECTRICAL CELLAR FLOOR PLAN WEST FIRE ALARM SYSTEM
FA102.00	ELECTRICAL CELLAR FLOOR PLAN EAST FIRE ALARM SYSTEM
H001.00	ASBESTOS ABATEMENT GENERAL NOTES
H002.00	ASBESTOS ABATEMENT CELLAR
H003.00	ASBESTOS ABATEMENT SUB-CELLAR

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

NO TEXT

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:
TELEPHONE NUMBER:
DDC PROJECT MANAGER:
TELEPHONE NUMBER:

DATE: _____

APPROVED: _____
(DDC RESIDENT ENGINEER/CPM)

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
01 3526	Safety and Health Program	X															
01 3526	Contractor's Safety Plan	X															
01 5000	Site Plan		X														
01 5000	Reports	X															
01 5423	Site Logistics/Site Safety Plan	X															
01 7419	Waste Management Plan	X															
01 7900	Instruction Program for Demonstration & Orientation	X															

01 7900	Qualification Data	X															
01 8113.13	MSDS			X	X												
01 8119	Product Cut Sheets				X												
024119	Selective Demolition	X															
033000	Cast-in- Place Concrete		X		X												
051200	Structural Steel Framing		X		X												
053100	Steel Decking		X		X												
055000	Metal Fabrications		X		X												
055100	Metal Stairs		X														
057300	Decorative Metal Railings		X	X	X												
061053	Miscellaneous Rough Carpentry				X												
064023	Interior Architectural Millwork		X	X	X												
078100	Applied Fireproofing		X		X												
078413	Penetration Firestopping				X												
079200	Joint Sealants				X												
081113	Hollow Metal Doors and Frames		X		X												
081416	Flush Wood Doors		X	X	X												
083113	Access Doors and Frames		X		X												
084513	Glazed Aluminum Partitions		X	X	X												
087100	Door Hardware			X	X												

088000	Glazing			X	X												
092216	Non-Structural Metal Framing				X												
092300	Gypsum Board Shaft Wall Assemblies				X												
092900	Gypsum Board				X												
095123	Acoustical Tile Ceilings		X	X	X												
096513	Resilient Base and Accessories			X	X												
096519	Resilient Tile Flooring		X	X	X												
096813	Tile Carpeting		X	X	X												
099123	Painting			X	X												
101423	Signage		X	X	X												
104400	Fire-Protection Specialties				X												
123661	Simulated Stone Countertops		X	X	X												
144200	Wheelchair Lifts		X		X												
210500	Common Work Results for Fire Suppression	X															
210517	Sleeves and Sleeve Seals				X												
210518	Escutcheons				X												
211313	Wet pipe Sprinkler Systems		X		X												
220010	Plumbing General Requirements	X															
220523	General Duty Valves				X												
220529	Hangers and Supports				X												

220553	Identification for Plumbing Piping and Equipment	X															
220700	Plumbing Insulation				X												
221116	Domestic Water Piping				X												
221119	Domestic Water Piping Specialties				X												
221316	Sanitary Waste Piping				X												
221319	Sanitary Waste Piping Specialties				X												
223500	Plumbing Fixtures and Trim				X												
230000	Special Requirements for Mechanical and Electrical Work	X															
230010	General Provisions for HVAC Work	X															
230593	Testing, Adjusting and Balancing				X												
230716	Insulation of HVAC Work				X												
230900	Instrument. and Controls for HVAC				X												
232006	HVAC Specialties				X												
232113	Piping for HVAC		X		X												
233113	Sheet Metal Ductwork		X		X												
233713	Diffusers, Registers and Grilles				X												

237313	Air Cooled Split AC Units		X		X												
260000	General Provisions for Electrical Work	X															
260519	Wire and Cable (600V)				X												
260526	Grounding and Bonding				X												
260533	Raceways and Installation Components				X												
260553	Electrical Indentification	X															
260910	Power, Control and Alarm Wiring				X												
262416	Panelboards		X		X												
262726	Wiring Devices and Installation Components				X												
262813	600 Volt Fuses				X												
262816	Safety and Disconnect Switches				X												
265100	Lighting Fixtures				X												
283100	Fire Alarm System Modification		X		X												

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CONTRACT # 1

GENERAL CONSTRUCTION WORK

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TABLE OF CONTENTS

CONTRACT NO. 1 - GENERAL CONSTRUCTION

END OF TABLE OF CONTENTS

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the City of New York.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure the City of New York's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of the City of New York's continuing occupancy of portions of existing building and of the City of New York's partial occupancy of completed Work.

C. Inventory: Submit a list of items to be removed and salvaged and deliver to the Commissioner prior to start of demolition.

D. Predemolition Photographs or Video: Submit before Work begins.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so the City of New York's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by the City of New York as far as practical.

C. Notify the Commissioner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by the City of New York before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify the Commissioner. Hazardous materials will be removed by the City of New York under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by the Commissioner. The Commissioner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Commissioner.

E. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. The Commissioner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to the City of New York.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to the Commissioner.
4. Transport items to the City of New York's storage area designated by the Commissioner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Commissioner, items may be removed to a

suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain the City of New York's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off the City of New York's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 028013 – GENERAL CONTRACTOR WORK

ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

1.01 SCOPE FOR ASBESTOS ABATEMENT WORK

A. The "General Conditions" apply to the work of this Section.

B. The Asbestos abatement contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the Asbestos abatement contractor shall replace the ACM with non-asbestos containing materials. An allowance of **$15,000.00** for the **General Contractor** is herein established for this incidental work when so ordered and authorized by the Commissioner.

C. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE RULES AND REGULATIONS OF THE ASBESTOS CONTROL PROGRAM AS PROMULGATED BY TITLE 15 CHAPTER I OF RCNY AND NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56 CITED AS 12 NYCRR, PART 56 WHICHEVER IS MORE STRINGENT AS PER LATEST AMENDMENTS TO THESE LAWS AND AS MODIFIED HEREIN BY THESE SPECIFICATIONS.

D. ALL DISPOSAL OF ASBESTOS CONTAMINATED MATERIAL SHALL BE PER LOCAL LAW 70/85.

E. THE ASBESTOS ABATEMENT CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT CERTAIN METHODS OF ASBESTOS ABATEMENT ARE PROTECTED BY PATENTS. TO DATE, PATENTS HAVE BEEN ISSUED WITH RESPECT TO "NEGATIVE PRESSURE ENCLOSURE" OR "NEGATIVE-AIR" OR "REDUCED PRESSURE" AND "GLOVE BAG".

F. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL HOLD THE DEPARTMENT OF DESIGN AND CONSTRUCTION AND THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSSES AND EXPENSES RESULTING FROM ANY INFRINGEMENT BY THE ASBESTOS ABATEMENT CONTRACTOR OF ANY PATENT, INCLUDING BUT NOT LIMITED TO THE PATENTS DESCRIBED ABOVE, USED BY THE ASBESTOS ABATEMENT CONTRACTOR DURING PERFORMANCE OF THIS AGREEMENT.

G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite

(cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

H. Prior to starting, the Asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The Asbestos abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The Asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The Asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the Asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The General contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the Asbestos abatement contractor is responsible to retain a NYSDOL Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The Asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The Asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

I. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be

done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the Asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".

2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least $250,000.00 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.

5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.

C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

A. Name and address of building City or operator;

B. Project description:

1. Size - square feet, number of linear feet, etc;

2. Age - date of construction and renovations (if known);

3. Use - i.e., office, school, industrial, etc.

4. Scope - repair, demolition, cleaning, etc.

C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

D. Building location/address, including Block and Lot numbers;

E. Work schedule including the starting and completion dates;

F. Abatement methods to be employed;

G. Procedures for removal of asbestos-containing material;

H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the N1OSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.

B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).

C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.

B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).

C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

A. The following information shall be included for each payment request:

1. Description of work performed.
2. Linear footage and pipe sizes involved.
3. Square footage for boiler & breaching insulation removed.
4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
5. Square footage of encapsulation, sealing, patching, and painting involved.
6. Total cost associated with compliance with the assigned task.
7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.

10. Attach a copy of valid workmen compensation insurance.

11. Valid asbestos insurance per occurrence.

12. General liability insurance when required.

B. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.

C. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement

contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

A. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.08, multiplied by the unit price in Section 1.04.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

100 X 0.65 = 65 sq.ft. 65 x unit price = Payment

100 X 2.62 = 262 sq.ft. 262 x unit price = Payment

B. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

a. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.

b. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.

c. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.

d. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

e. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.

f. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.

g. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.

h. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.

i. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.

j. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.

k. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.

l. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.

m. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of $150 per cubic yard for asbestos contaminated waste and $75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.

n. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of $25.00 per cubic foot of material removed.

o. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of $400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars ($800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.

B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may

be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
   a. Asbestos abatement contractor's scope of work, work plan and schedule.

   b. Asbestos project notifications, approved variances and plans to Government Agencies.

   c. Copies of Permits, clearance and licenses if required.

   d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:

      (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.

      (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.

      (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

   e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures,

source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.

f. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.

g. Worker Training and Medical Surveillance: The Asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.

h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.

(1) The Asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of the Asbestos abatement contractor; name, address and phone number of Asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

i. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper

handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. During Construction Submittals:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.

3. Floor plans indicating Asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.

4. All Asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the Asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from Asbestos abatement contractor, Sub-Asbestos abatement contractors and Suppliers,

2. Daily OSHA air monitoring results,

3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,

4. Field Sign-In/Sign-Out Logs for every shift,

5. Copies of all Building Department Forms and Permits,

6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,

7. All Warranties as stated in the Specifications,

a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The Asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:

   a. Copies of licenses of all asbestos abatement contractors involved in the project;

   b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

   c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;

   d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;

   e. A copy of the air sampling log and all air sampling results;

   f. A copy of the abatement asbestos abatement contractor's daily log book;

   g. Copies of all asbestos waste manifests;

   h. A copy of all Project Monitor's Reports (ACP-15).

   i. A copy of each ATR-1 Form completed for the asbestos project (if required).

   j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.

   k. A copy of the Asbestos Project Completion Form (ACP-21).

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the Asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the Asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the Asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the Asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The Asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the Asbestos abatement contractor in a building, under their jurisdiction. The Asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Asbestos abatement contractor. However, it is the Asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

END OF SECTION

SECTION 028213

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Contract Documents are as defined in the "Agreement". The General Conditions shall apply to all Work of this Section.

B. Work specified herein shall be the removal and disposal of Asbestos-Containing Materials (ACM) and asbestos-contaminated materials from designated areas of the Lehman College-Carman Hall, 2790 Goulden Avenue, Bronx, New York, 10468.

C. The following documents were reviewed and utilized to generate this abatement design specification which serves to locate and quantify the amount of ACM, and asbestos contaminated material, to be abated in support of this project.

1. Set of demolition drawings titled "BronxNet Public Access Media Facility Renovation", dated 03/06/2014 prepared by Bentel & Bentel Architects/Planners AIA, LLP;
2. Asbestos Survey and/or Reports previously submitted by LiRo Engineers, Inc., dated 05/07/2014 and KAM Consultants dated 05/23/2013.

D. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Facility Manager. The Construction Project Manager and Facility Manager will make the final determination on all issues under this Contract covered by this Specification.

1.02 SCOPE OF WORK

A. The asbestos abatement contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specification, EPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

B. The intent of this Specification section is to ensure that the asbestos abatement contractor is responsible for the following:

1. Abatement of all ACM.

2. Cleaning and decontamination of the entire affected area.

3. Demolition that may be required to access ACM in each area, Asbestos abatement contractor shall dispose of all debris associated with demolition activities as ACM waste.

4. Removal and disposal of all ACM found within these areas such as floor tiles and associated mastics, pipe insulation, etc.

5. Provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in the Contract Documents.

6. The Asbestos abatement contractor shall be responsible for and shall include any and all fees or changes imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the work.

7. Prior to destructive demolition activities, the DDC may elect to collect bulk samples of assumed asbestos-containing materials and analyze the bulk samples for asbestos content.

C. The Asbestos abatement contractor shall perform the following work as described below and indicated on the drawings. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work.

1. Drawing H-002: Cellar Plan

a. Remove and dispose of asbestos-containing 12"X12" Red floor tiles with specks and associated Mastic, Mastic associated with gray vinyl cove base, 12"X12" Pink –Black floor tiles and associated Mastic, 12"X12" Beige floor tiles and associated Mastic and Mastic associated to Gray baseboard under top sink within **Work Area 1.** Asbestos containing materials within Work Area 1 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-108 Foam/Viscous Liquid used in flooring.

b. Remove and dispose of asbestos-containing Pipe insulation elbows within **Work Area 1.** Asbestos containing materials within Work Area 1 shall be removed utilizing. NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedures

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYCDEP Section § 1-106 Tent Containment Procedures	6 Sq. Ft. of Pipe Insulation Elbow	–
	NYCDEP Section § 1-108 Foam/Viscous Liquid used in Flooring Removal Procedures	200 Sq. Ft of 12"X12" Red Floor tile with Specks and associated Mastic.	-
		70 Sq. Ft of Mastic associated to Gray vinyl cove base.	-
		180 Sq. Ft of 12"X12" Pink-Black Floor tile and associated Mastic.	-
		800 Sq. Ft of 12"X12" Beige Floor tile and associated Mastic.	-
		5 Sq. Ft. of Mastic associated to Gray baseboard under top sink	-

2. Drawing H-003: Sub-Cellar Plan

a. Remove and dispose of asbestos-containing 12"X12" Red floor tiles with specks and associated Mastic and Mastic associated with gray vinyl cove base material within **Work Area 2.** Asbestos-containing materials within Work Area 2 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-108 Foam/Viscous Liquid used in flooring.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
2	NYCDEP Section § 1-108 Foam/Viscous Liquid used in Flooring Removal Procedures	40 Sq. Ft of 12"X12" Red Floor tile with Specks and associated Mastic.	–
		10 Sq. Ft of Mastic associated to Gray vinyl cove base.	-

D. The facility is under the jurisdiction of the Cultural Program Unit. The asbestos abatement contractor shall perform the work of this contract in a manner that will be least disruptive to the normal use of the building.

E. Asbestos abatement contractor's attention is directed to the fact that patents cover certain methods of asbestos abatement indicated in the specifications. To date, patents have been issued with regard to negative pressure enclosures or negative or reduced pressure and glove-bag.

F. Asbestos abatement contractor shall be solely responsible for and shall hold the City of New York Department of Design and Construction and the City harmless from, any and all damages, losses and expenses resulting from any infringement by Asbestos abatement contractor of any patent, including but not limited to the patents described above, used by Asbestos abatement contractor during performance of this agreement.

G. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the City of New York Department of Design and Construction if he anticipates any difficulty in performing the work as directed and required by these Specifications. The asbestos abatement contractor shall be required to attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.

H. The asbestos abatement contractor shall retain a certified Project Designer for the preparation of an Asbestos Variance Application (ACP-9), if required.

I. The asbestos abatement contractor shall be responsible for preparing and submitting all filings, notifications, amendments and variances, etc. required by all City, State and Federal regulatory agencies having jurisdiction, at no additional cost to the NYC DDC.

J. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to prepare a Work Place Safety Plan (WPSP), if required.

K. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to perform final inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required under Chapter 17 of the Building Code. Such special inspections and A-TR1 forms shall be completed by the Registered Design professional.

L. For coordination with other Asbestos abatement contractors, see the General Conditions governing all Contracts.

M. Related Asbestos Removal Work Under Other Contracts:

1. Each asbestos abatement contractor shall be responsible for the removal of incidental asbestos not identified in this section and found prior to or during the Work.

2. Incidental asbestos is defined as ACM that is discovered during the course of their work that must be abated to enable them to perform the work of their Contract.

N. Work Hours:

1. The asbestos abatement contractor shall establish his work schedule in a way that avoids interference or conflict with the normal functioning of the facility. Work in the evenings shall be done at no additional cost to the City.

2. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work other than regular working hours and such authorization is granted by the Commissioner (Regular working hours are those during which any given facility in which work is to be done is customarily open and functioning). If such work schedule is authorized by the Commissioner the work shall be done at no additional cost to the City.

3. The order of phases and start dates associated with each will be determined by the Construction Project Manager.

4. Asbestos abatement contractor shall be required to schedule waste transfer during evening hours, when activity within the facility is at a minimum. Evening hours are defined as 6:00 p.m. to 6:00 a.m. Waste transfer must be approved by the Construction Project Manager and Facility Manager.

O. The following conditions shall apply to all temporary shutdowns of existing services:

1. All temporary lighting and temporary electrical services for use in the Work Area shall be in weather proof enclosures and be ground fault protected and:

2. Shall be performed at no additional charge to the City.

3. Shall be performed at times not interfering with the other activities in the building.

4. Shall be performed only with written consent from the Commissioner and the Facility Manager.

5. Shall be made through written request to the Commissioner at least 10 days in advance with complete written description of the work to be performed.

P. Stages of Asbestos Removal Work:

a. The asbestos abatement contractor will be required to perform the work and it is the intent of this Specification to remove all asbestos containing and asbestos contaminated materials from the Work Area. The asbestos abatement contractor is responsible for verifying all quantities of materials listed.

Q. Certain equipment in the Work Area may need to remain operational during removal. Therefore, the removal of ACM from this equipment shall be performed as the last removal activities within the Work Area. The Asbestos abatement contractor shall coordinate the scheduling for the removal of ACM on functioning equipment with the Construction Project Manager.

1.03 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos Abatement Contractor".

2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least $1,000,000 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.

5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.

C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings, and will investigate and confirm the site conditions affecting the work, including, but not limited to:

1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.

2. Handling, storage, transportation and disposal of the material.

3. Availability of qualified and skilled labor.

4. Availability of utilities.

5. Exact quantities of all materials to be disturbed and/or removed.

1.04 WORK BY OTHERS

The City reserves the right during the term of this Contract to have work performed on asbestos abatement projects by other asbestos abatement contractors as the situation warrants.

1.05 DEFINITIONS

A. General Explanation: Certain terms used in this Specification Section are defined below. Definitions and explanations of this Specification Section are not necessarily complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.

B. Definitions in General Use:

1. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Asbestos abatement

contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in Contract Documents. In no case will "approval" by Engineer be interpreted as a release of Asbestos abatement contractor from responsibilities to fulfill requirements of Contract Documents.

2. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Asbestos abatement contractor's responsibility for construction supervision.

3. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

4. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

5. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

6. Installer: The term "installer" is defined as the entity (person or firm) engaged by the asbestos abatement contractor, or its sub-asbestos abatement contractor for performance of a particular unit of work at Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

7. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

8. Third-Party Air Monitor: The term "Third-Party Air Monitor " is defined as an entity engaged by City and Construction Project Manager to perform specific inspections or tests of the work, either at Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

C. Definitions Relative to Asbestos Abatement:

1. Abatement: Any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, cleanup and repair.

2. Adequately Wet: The complete penetration of a material with amended water to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not evidence of being adequately wet. ACM must be fully penetrated with the wetting agent in order to be considered adequately wet. If the ACM being abated is resistant to amended water penetration, wetting agent shall be applied to the material prior to and during removal as necessary to minimize fiber release.

3. Aggressive Sampling: Method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

4. AHERA: Asbestos Hazard Emergency Response Act of 1986

5. AIHA: American Industrial Hygiene Association.

6. Airlock: System for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

7. Air Sampling: Process of measuring the fiber content of a known volume of air collected during a specific period. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the provisional transmission electron microscopy methods developed by the US EPA which is utilized for lower detection levels and specific fiber identification.

8. Ambient Air Monitoring: "Ambient air monitoring" shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the worksite.

9. Amended Water: Water to which a surfactant has been added.

10. ANSI: American National Standards Institute

11. Area Air Sampling: Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

12. Asbestos: Any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

13. Asbestos-Containing Material (ACM): Asbestos or any material containing more than one-percent asbestos.

14. Asbestos-Containing Waste Material: ACM, asbestos-contaminated objects or debris associated with asbestos abatement requiring disposal.

15. Asbestos-Contaminated Objects: Any objects which have been contaminated by asbestos or asbestos-containing material.

16. Asbestos Assessment Report: "Asbestos Assessment Report" shall mean the "Form ACP-5" form, as approved by NYCDEP, by which a NYCDEP-certified asbestos investigator certifies that a building or structure (or portion thereof) is free of ACM or the amount of ACM to be abated constitutes a minor project.

17. Asbestos Handler: Individual who disturbs, removes, repairs, or encloses asbestos material. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

18. Asbestos Handler Supervisor: Individual who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

19. Asbestos Investigator: An individual certified by NYCDEP as having successfully demonstrated his or her ability to identify the presence of and evaluate the condition of asbestos in a building or structure.

20. Asbestos Project: Any form of work performed in a building or structure which will disturb (e.g., remove, enclose, encapsulate) more than 25 linear feet or more than 10 square feet of asbestos-containing material.

21. ASTM: American Society for Testing and Materials.

22. Asbestos Project Notification: The "Form ACP-7" asbestos project notification form as approved by DEP.

23. Authorized Visitor: Authorized visitor shall mean the building owner and his/her representative, and any representative of a regulatory or other agency having jurisdiction over the project.

24. Building Owner: Person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

25. Building Materials: Any and all manmade materials, including but not limited to interior and exterior finishes, equipment, bricks, mortar, concrete, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and outdoor paving such as sidewalks, paving tiles and asphalt.

26. Certified Industrial Hygienist (CIH): Individual with a minimum of five years' experience as an industrial hygienist and who has successfully completed both levels of the examination administered by the American Board of Industrial Hygiene and who is currently certified by that board.

27. Certified Safety Professional (CSP): Individual having a bachelor's degree from an accredited college or university and a minimum of four years' experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals and who is currently certified by that board.

28. Chain of Custody: "Chain of Custody" shall mean the form or set of forms that document the collection and transfer of a sample.

29. City: City of New York

30. Clean Room: An uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.

31. Clearance Air Monitoring: Employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity.

32. Commissioner: shall mean the head of the Agency that has entered into this contract or his/her duly authorized representative.

33. Competent Person: Shall mean the designated person as defined by OSHA in 29 CFR1926.1101.

34. Curtained Doorway: Device that consists of at least three overlapping sheets of fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall

have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

35. Decontamination Enclosure System: Series of connected rooms, separated from the Work Area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.

36. Demolition: The dismantling or razing of a building, including all operations incidental thereto (except for asbestos abatement activities), for which a demolition permit from the New York City Department of Buildings is required.

37. NYCDEP or DEP: The New York City Department of Environmental Protection.

38. Disturb: Any action taken which may alter, change, or stir, such as but not limited to the removal, encapsulation, enclosure or repair of asbestos-containing material.

39. DOB: The New York City Department of Buildings.

40. Egress: A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.

41. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.

42. Encapsulant (sealant) or Encapsulating Agent: Liquid material which can be applied to ACM and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

43. Encapsulation: The coating or spraying of asbestos-containing material encapsulant. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

44. Enclosure: Construction of airtight walls and/or ceilings between ACM and the facility environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the NYCDEP which prevents the release of asbestos fibers.

45. EPA or USEPA: United States Environmental Protection Agency.

46. Equipment Room: Contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

47. Exit: That portion of a means of egress system which is separated from other interior spaces of a building or structure by fire-resistance-rated construction to provide a protected path of egress travel between the exit access and the exit discharge.

48. FDNY: The Fire Department of the City of New York.

49. Fiber: An acicular single crystal or a similarity elongated polycrystalline aggregate which displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation, and others, and which has attained its shape primarily through growth rather than cleavage.

50. Fixed Object: A unit of equipment, furniture, or other item in the work area which cannot be removed from the work area. Fixed objects shall include equipment, furniture, or other items that are attached, in whole or in part, to a floor, ceiling, wall, or other building structure or system or to another fixed object and cannot be reasonably removed from the work area. Fixed objects shall also include pipes and other equipment inside the work area which are not the subject of the asbestos project. Active fire suppression system components shall not be considered fixed objects.

51. Glovebag technique: shall mean a method for removing asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

52. HEPA-Filter: High efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.

53. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.

54. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.

55. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.

56. Industrial Hygiene: Science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well-being, or significant discomfort and inefficiency among worker or among the citizens of the community.

57. Industrial Hygienist: Individual having a college or university degree or degrees in Engineering, Chemistry, Physics or Medicine, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. Such special studies and training must have been sufficient in all of the above cognate sciences to provide the abilities:

    a. To recognize the environmental factors and to understand their effect on people and their well-being; and

    b. To evaluate, on the basis of experience and with the aid of quantitative measurement techniques, the magnitude of these stresses in terms of ability to impair people's health and well-being; and

    c. To prescribe methods to eliminate, control, or reduce such stresses when necessary to alleviate their efforts.

58. Isolation Barrier: The construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the work place from surrounding areas and to contain asbestos fibers in the work area.

59. Large Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of 260 linear feet or more of ACM or 160 square feet or more of ACM.

60. Log: An official record of all activities that occurred during the project. At a minimum, the log shall identify the building owner, agent, asbestos abatement contractor, and workers, and other pertinent information including daily activities, cleanings and waste transfers, names and certificate numbers of asbestos handler supervisors and asbestos handlers; results of inspections of decontamination systems, barriers, and negative

pressure ventilation equipment; summary of corrective actions and repairs; work stoppages with reason for stoppage; manometer readings at least twice per work shift; daily checks of emergency and fire exits and any unusual events.

61. Minor Project: A project involving the disturbance (e.g., removal, enclosure, encapsulation, repair) of 25 linear feet or less of asbestos containing material or 10 square feet or less of asbestos containing material.

62. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.

63. Negative Air Pressure Equipment: Portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the Work Area.

64. NESHAPS: National Emission Standards for Hazardous Air Pollutants.

65. NFPA: The National Fire Protection Association.

66. NIOSH: National Institute for Occupational Safety and Health.

67. DEP or NYCDEP: New York City Department of Environmental Protection

68. NYSDOL: New York State Department of Labor.

69. NYSDOL ICR 56: "NYSDOL ICR 56" shall mean Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York or 12 NYCRR Part 56.

70. NYSDOH: The New York State Department of Health.

71. Obstruction: The blocking of a means of egress with any temporary structure or barrier. A double layer of fire-retardant 6-mil polyethylene sheeting shall not be considered an obstruction when it is prominently marked as an exit with photo luminescent signage or paint and cutting tools (knife, razor) are attached to the work area side of the sheeting for use in the event that the sheeting must be cut to permit egress. A corridor shall not be considered obstructed when there is a clear path measuring at least three (3) feet wide.

72. Occupied Area: Area of the work site where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.

73. OSHA: Occupational Safety and Health Administration.

74. Outside air: "Outside air" shall mean the air outside the work place.

75. Person: Individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.

76. Personal Air Monitoring: Method used to determine employees' exposure to airborne asbestos fibers. The sample is collected outside the respirator in the worker's breathing zone.

77. Personal Protective Equipment (PPE): Appropriate protective clothing, gloves, eye protection, footwear, and head gear.

78. Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).

79. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.

80. Plasticize: To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.

81. Polarized Light Microscopy (PLM): The measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestos Materials in Bulk Insulation Samples- 40 CFR Part 763, Subpart F, Appendix A as amended on September 1, 1982)

82. Project Designer: A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.

83. Project Monitor: A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.

84. Qualitative Fit Test: Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.

85. Quantitative Fit Test: Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.

86. Registered Design Professional: A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.

87. Removal: Stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.

88. Renovation: An addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in §27-125 of the Administrative Code of the City of New York.

89. Repair: Corrective action using specified work practices (e.g., glovebag, plastic tent procedures, etc.) to minimize the likelihood of fiber release from minimally damaged areas of ACM.

90. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.

91. Shift: A worker's, or simultaneous group of workers', complete daily term of work.

92. Shower Room: Room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

93. Small Asbestos Project: Asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of more than 25 and less than 260 linear feet of ACM or more than ten and less than 160 square feet of ACM.

94. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.

95. Strip: To remove asbestos materials from any part of the facility.

96. Structural Member: Load-supporting member of a facility, such as beams and load-supporting walls, or any non-load-supporting member, such as ceiling and non-load-supporting walls.

97. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.

98. Surfactant: Chemical wetting agent added to water to improve penetration.

99. Transmission Electron Microscopy (TEM): The measurement protocol for the assessment of the asbestos fiber content of air. Interim Transmission Electron Microscopy Analytical Methods-40 CFR Part 763, Subpart E, Appendix A.

100. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.

101. Washroom: Room between the Work Area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA-vacuumed prior to disposal.

102. Waste decontamination enclosure system: "Waste decontamination enclosure system" shall mean the decontamination enclosure system designated for the controlled transfer of materials and equipment, consisting of a washroom and a holding area.

103. Wet Cleaning: "Wet cleaning" shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.

104. Wet methods: "Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.

105. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.

106. Worker Decontamination Enclosure System: Portion of a decontamination enclosure system designed for controlled passage of workers and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the Work Area by airlocks and curtained doorways.

107. Work Place: The work area and the decontamination enclosure system(s).

108. Work Place Safety Plan: Construction documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not be limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.

109. Work Site: Premises where abatement activity is being performed. May be composed of one or more Work Areas.

1.06 STANDARD OPERATING PROCEDURES

A. Develop and implement a written standard procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, employees, public, and environment.

B. TELEPHONE PAGING DEVICE

The asbestos abatement contractor or his authorized representative shall, at all times during the normal workday or during periods of overtime work under this Contract, carry a digital telephone paging device ("Beeper") and/or cellular telephones which can be activated by a telephone number in the 212 or 646 or 718 or 917 or 929 area code. He shall supply the Department of Design and Construction with the activation number for the device and he is liable to respond back to the calls from DDC within the next one (1) hour period after he receives calls from DDC. The cost to the asbestos abatement contractor for this device and all charges accruing thereto is deemed included in the work.

C. The standard operating procedure shall ensure:

1. Tight security from unauthorized entry into the workspace.

2. Restriction of asbestos abatement contractor's personnel to the immediate Work Area and access/egress routes.

3. Donning of proper protective clothing and respiratory protection prior to entering the Work Area.

4. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or in any way breaking the respiratory protection.

5. Proper exit practices from the work space to the outside through the showering and decontamination facilities.

6. Removing asbestos in a way that minimizes release of fibers.

7. Packing, labeling, loading, transporting, and disposing of contaminated material in a way that minimizes exposure and contamination.

8. Emergency evacuation procedures, for medical or safety situations, to minimize the potential exposure to airborne asbestos fibers for emergency personnel, building occupants, and building environment.

9. Safety from accidents in the workspace, especially from electrical shocks, fall hazards associated with scaffolding, slippery surfaces, and entanglements in loose hoses and equipment.

10. Provisions for effective supervision, air monitoring and personnel monitoring for exposure during the work.

11. Engineering controls that minimize exposure to fibers within the workspace.

12. The asbestos abatement contractor shall provide a 24-hour fire watch throughout the entire term of the project, to protect against fire and unauthorized entry into the workspace. Fire watch shall be performed by an individual who is a certified asbestos worker capable of entering the Work Area for regular inspections.

D. Provide an Asbestos Handler Supervisor to provide continuous supervision of all work, and to be responsible for the following:

1. Ensure that individuals are using proper personal protective equipment, are trained in its use and hold valid NYCDEP and NYSDOL Asbestos Handler certificates

2. Maintain entry log records and ensure that they are recorded in accordance with the provisions of Title 15, Chapter 1 of RCNY and NYSDOL ICR 56.

3. Surveillance of the Work Areas at a minimum of once per work shift or as required by Title 15, Chapter 1 of RCNY and NYSDOL ICR 56 -7.3, to ensure the integrity of work place isolation, negative pressure equipment and workers personal protective equipment is not torn or ripped and that respiratory protection is worn at all times.

4. Ensure that sufficient personal protective equipment is stored in the clean room.

5. Take precautions to prevent heat stress. Precautions include, but are not limited to, selecting lightweight protective clothing, reducing the work rate, and providing adequate fluid breaks.

6. Perform work area inspection with project monitor prior to the commencement of final clearance air monitoring.

7. The asbestos abatement contractor shall retain the asbestos handler supervisor to perform a visual inspection prior to the post-abatement clearance air monitoring to confirm that all containerized waste has been removed from work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces.

E. ENGINEERING CONTROLS

1. The 8-hour time weighted average airborne concentration of fibers to which any passerby may be exposed shall not exceed 0.01 fibers per cubic centimeter of air when fibers have a physical dimension longer than 5 micrometers as determined by the method prescribed in these Specifications.

2. All asbestos projects shall utilize negative pressure ventilation equipment.

   a. The asbestos abatement contractor shall use a manometer to document the pressure differential. The asbestos abatement contractor shall install and make the manometer operational once the negative pressure has been established in the work area. Magnahelic manometers shall be calibrated at least every six months and a copy of the current calibration certification shall be available at the work site.

3. Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.

4. The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.

5. A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the Work Area does not filter back to uncontaminated areas.

6. If the contaminated area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors, the cutoff switch shall be able to turn off the equipment on all floors.

7. On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again.

8. Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.

   a. All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be plasticized with two layers of fire retardant 6-mil polyethylene sheeting, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.

   b. Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.

   c. All ducting shall be sealed and braced or supported to maintain airtight joints. Ducts shall be reinforced and shall be installed so as to prevent breakage. Damage to ducts must be repaired immediately.

9. Where ducting to the outside is not possible, a second negative pressure ventilation unit compatible with the primary unit's capacity shall be connected in series. The area receiving the exhaust shall have sufficient, non-recycling exhaust capacity to the outside of the structure.

10. In the event that there is a failure of the containment system or a breach in the Isolation Barriers, all abatement work will cease and the asbestos abatement contractor will immediately correct the condition. Abatement work will not resume until the Work Area has been smoke tested by the third party laboratory and approved by the Construction Project Manager.

F. LOCKDOWN ENCAPSULATION PROCEDURES

1. The following procedures shall be followed to seal in non-visible residue while conducting lockdown encapsulation on all surfaces from which ACM has not been removed:

   a. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA Contract shall be used for lockdown encapsulation.

   b. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon unless reviewed and approved by DEP.

   c. Latex paint with solids content greater than 15 percent shall be considered a lockdown sealant for coating all non-metallic surfaces.

d. Encapsulants shall be applied using airless spray equipment. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

e. The cleaned layer of the surface barriers shall be removed from walls and floors.

The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

1.07 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS

A. The asbestos abatement contractor shall submit an Asbestos Project Notification (ACP-7) to the NYCDEP listing each work area within the building separately one week in advance of the start of work.

B. The registered design professional shall obtain an asbestos abatement permit authorizing the performance of construction work as required for asbestos projects involving one or more of the following activities:

1. Obstruction of an exit door leading to an exit stair or the exterior of the building;

2. Obstruction of an exterior fire escape or access to that fire escape;

3. Obstruction of a fire-rated corridor leading to an exit door;

4. Removal of handrails in an exit stair or ramp;

5. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g., smoke detectors, manual pull station);

6. Removal or dismantling of any exit sign or any component of the exit lighting system, including photo luminescent exit path markings;

7. Removal or dismantling of any part of a sprinkler system including piping or sprinkler heads;

8. Removal or dismantling of any part of a standpipe system including fire pumps or valves;

9. Removal of any non-load bearing / non-fire-rated wall (greater than 45 square feet or 50 percent of a given wall);

10. Any plumbing work other than the repair or replacement of plumbing fixtures;

11. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray-on fire resistance rated materials;

12. Removal of any fire damper, smoke damper, fire stopping material, fire blocking, or draft stopping within fire-resistance rated assemblies or within concealed spaces;

13. Any work that otherwise requires a permit from the DOB (full demolitions, alterations, renovations, modifications or plumbing work).

C. The asbestos abatement contractor shall provide a floor plan showing the areas of the building under abatement and the location of all fire exits in said areas. It shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch, if applicable.

D. The general contractor shall submit, as required, an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (1-8) and (B) (13) of this specification. The asbestos abatement contractor is responsible for submitting, with an asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents. These documents must be prepared by a registered design professional.

E. A WPSP is not required for projects requiring an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (9-12) of this specification. The asbestos abatement contractor shall submit, together with the asbestos project notification, all applicable asbestos abatement permit construction documents.

F. The general contractor shall retain a Registered Design Professional to perform the inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code, as follows:

1. A final inspection shall be performed by a registered design professional retained by the asbestos abatement contractor after all work authorized by the asbestos abatement permit is completed. The person performing the inspection shall note all failures to comply with the provisions of the Building Code or approved asbestos abatement permit and shall promptly notify the owner in writing. All defects noted in such inspection shall be corrected. The final inspection report shall either:

a. Confirm:

(1) That the construction work is complete, including the reinstallation or reactivation of any building fire safety or life safety component.

(2) That any defects previously noted have been corrected.

(3) That all required inspections were performed.

(4) That the work is in substantial compliance with the approved asbestos abatement permit construction documents, the Building Code, and other applicable laws and rules.

b. Confirm:

(1) That the construction work does not return the building (or portion thereof) affected by the abatement project to a condition compliant with the building code and other applicable laws and rules, but that the registered design professional has reviewed an application for asbestos abatement permit construction documents approval that has been approved by the department of buildings, and the subsequent scope of work as approved will, upon completion, render all areas affected by the asbestos project in full compliance with the building code and all applicable laws and rules.

(2) That any defects previously noted that are not addressed by the subsequent scope of work as approved by the department of buildings, have been corrected.

(3) That all required inspections that are not addressed by the subsequent scope of work as approved by the department of buildings were performed.

(4) That all completed work pursuant to an asbestos abatement permit is in substantial compliance with the approved asbestos abatement permit construction documents.

G. The general contractor shall provide the final inspection reports to be filed with DEP on A-TR1 form. Records of final inspections made by registered design professionals shall be submitted to DDC as part of the close out document package.

H. Erect bilingual (English-Spanish) warning signs around the work space and at every point of potential entry from the outside and at main entrance to building which can be viewed by the public without obstruction, in accordance with OSHA 29 CFR 1926.1101 (K) (Sign Specifications) and Title 15, Chapter 1 of RCNY. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements.

I. Provide the required labels for all polyethylene bags and all drums utilized to transport contaminated material to the landfill in accordance with OSHA 29 CFR 1926.1101 (K)(2) and by 49 CFR Parts 171 and 172 of the Department of Transportation regulations.

J. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, EPA, NIOSH, State of New York and New York City and any additional items mandated for posting by the aforementioned regulations.

K. Furnish all permits, variances and notices required to perform the Work.

1.08 EMERGENCY PRECAUTIONS

A. Establish emergency and fire exits from the Work Area. The clean side of all emergency exits shall be equipped with two full sets of protective clothing and respirators at all times.

B. Notify local medical emergency personnel, both ambulance crews and hospital emergency room staff prior to commencement of abatement operations as to the possibility of having to handle contaminated or injured workmen, and shall be advised on safe decontamination.

C. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e., misting of the air with water) until the injured person has been removed from the Work Area.

D. Notify, before actual removal of the asbestos material, the local police and fire departments to the danger of entering the Work Area. Asbestos abatement contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.

1.09 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items, bound and indexed. The detailed plan of action must be submitted at least five (5) days prior to the pre-construction meeting.

   a. Asbestos abatement contractor's scope of work, work plan and schedule.

   b. Asbestos project notifications, approved variances and plans to Government Agencies.

   c. Copies of Permits, clearance and licenses if required.

   d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:

      (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.

      (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.

      (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

      (4) A schedule of equipment to be used including numbers and types of all major equipment such as HEPA Air Filtration Units, HEPA-vacuums, airless sprayers, Water Atomizing Devices and Type "C" compressors.

   e. A written plan and shop drawings for preparation of work site and decontamination chamber.

   f. Description of protective clothing and approved respirator to be used, make, model, NIOSH approval numbers.

g. Delineation of responsibility of work site supervision, including competent person, with names, resumes, and home telephone numbers.

h. Explanation of decontamination sequence and isolation techniques.

i. Description of specific equipment to be utilized, including make and model number of air filtration devices, vacuums, sprayers, etc.

j. Description of any prepared methods, procedures, techniques, or equipment other than those specified in the Contract Documents.

k. Explanation of the handling of asbestos contaminated wastes including EPA and NYCDEP identification numbers of Waste Hauler.

l. Description of the final clean-up procedures to be used.

m. Name and qualifications of asbestos abatement contractor's Air Monitor including AIHA accreditation, and proof of NIOSH PAT and NIST/NVLAP Bulk Quality Assurance Proficiency of OSHA samples for approval by the City of New York Department of Design and Construction.

n. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.

o. Material Safety Data Sheets (MSDS) for encapsulants, sealants, fire stopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.

p. Worker Training and Medical Surveillance: Asbestos abatement contractor shall submit a list of the persons who will be employed by him in the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.

q. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.

(1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit a copy of the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

r. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. Submit copies of the following items to the Construction Project Manager during the work:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.

3. Floor plans indicating asbestos abatement asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager at weekly progress meetings.

4. All asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from asbestos abatement contractor, Sub-asbestos abatement contractors and Suppliers,

2. Daily OSHA air monitoring results,

3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,

4. Field Sign-In/Sign-Out Logs for every shift,

5. Copies of all Building Department Forms and Permits,

6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,

7. All Warranties as stated in the Specifications,

   a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:

   a. Copies of licenses of all asbestos abatement contractors involved in the project;

   b. Copies of DEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

   c. Copies of all project notifications and reports filed with DEP and NYSDOL for the project, with any amendments or variances;

   d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;

   e. A copy of the air sampling log and all air sampling results;

f. A copy of the abatement asbestos abatement contractor's daily log book;

g. All data related to bulk sampling including the results of any asbestos surveys performed by an asbestos investigator;

h. Copies of all asbestos waste manifests;

i. A copy of all Project Monitor's Reports (ACP-15).

j. A copy of each ATR-1 Form completed for the asbestos project (if required).

k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).

l. A copy of the Asbestos Project Completion Form (ACP-21).

9. The asbestos abatement contractor shall submit one of the following certifications to the DOB, with a copy provided to DDC:

a. Asbestos Project Completion Form. If an asbestos project has been performed, a copy of the asbestos project completion form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

b. An Asbestos Project Conditional Close-out Form. If an asbestos project has been performed a copy of the asbestos project conditional close-out form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

1.10 QUALITY ASSURANCE

A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the Construction Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the asbestos abatement asbestos

abatement contractor's responsibility to comply with these codes and standards during the execution of this work.

B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the asbestos abatement contractor's "Shop Drawings".

C. It is the asbestos abatement a contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or his representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.

D. The asbestos abatement contractor shall furnish proof that employees working under his supervision have had instruction on the dangers of asbestos exposure, on respirator use, decontamination, and OSHA regulations. This proof shall be in the form of a notarized affidavit to the effect that the above requirements have been satisfied.

E. The a asbestos abatement contractor will have at all times in his possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. He shall also have one copy of NYC Title 15, Chapter 1 of RCNY and NYS DOL ICR 56 at the job site at all times.

F. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the a asbestos abatement contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements, and are suitable for their intended use.

G. Rejection of Non Complying Items: The Commissioner reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.

H. Applicable Regulations, Codes and Standards: Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. American National Standards Institute (ANSI)
(Successor to USASI and ASA)

25 West 43rd Street (between 5th and 6th Avenue) 4th Floor
New York, NY 10036
212-642-4900

2. American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959
610-832-9500

3. National Institute for Occupational Safety and Health (NIOSH)
Robert A. Taft Laboratory
4676 Columbia Pkwy
Mailstop R12 Cincinnati, Ohio 45226
513-841-4428

4. National Electrical Code (NEC)
See NFPA

5. National Fire Protection Association (NFPA)
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
617-770-3000

6. New York City Fire Department (FDNY)
9 Metrotech Center
Brooklyn, NY 11201-5431
718-999-2117

7. New York City Department of Buildings (NYC DOB)
Enforcement Division
280 Broadway, New York, New York 10007
212- 566-2850

8. New York City Department of Environmental Protection (NYCDEP)
Bureau of Environmental Compliance
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor
Corona, New York 11368
718-595-3682

9. New York City Department of Health and Mental Hygiene (NYC DOHMH)
Environmental Investigation
125 Worth Street
New York, New York 10013
212-442-3372

10. New York State Department of Labor (NYSDOL)
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Albany, New York 12240-0010

11. New York City Department of Sanitation
125 Worth Street, Room 714
New York, New York 10013
212-566-1066

12. Occupational Safety and Health Administration (OSHA)
Region II - Regional Office
201Varick Street, Room 908
New York, New York 10014
212-337-2378

13. United States Environmental Protection Agency (EPA or USEPA)
Region II
Asbestos NESHAPS Contact
Air and Waste Management Division
(Air Compliance Branch) – USEPA
290 Broadway, 21st Floor
New York, New York 10007-1866
212-637-3660

I. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials. One copy of each regulation must also be kept at the Asbestos abatement contractor's office.

1.11 CITY/ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

A. The normal occupants of the Work Areas will be relocated by the City prior to the performance of the abatement work and returned there to at the conclusion of the abatement work, at no cost to the asbestos abatement contractor. However, the asbestos abatement contractor shall protect all furniture and equipment in the Work Areas in a manner as hereinafter specified. In addition, the asbestos abatement contractor shall perform the work of this Contract in a manner that will be least disruptive to the normal use of the non-Work Areas in the building.

B. Asbestos abatement contractor shall be responsible for cleaning all portable items not specifically addressed by the Facility, in the Work Areas, or dispose of same as asbestos contaminated waste.

C. Facility to provide asbestos abatement contractor with a list of items that cannot be removed and need special attention.

D. Facility to stop all deliveries that may be scheduled to the Work Area while work is in progress.

E. Facilities to have authorized personnel on site at all times or supply the asbestos abatement contractor with means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist the asbestos abatement contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Facility shall ensure no active air handling systems are operating within the Work Area.

F. City will not occupy the portions of the building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.

G. Asbestos abatement contractor shall provide a plan for 24 hour job security both for prevention of theft and for barring entry of curious but unprotected personnel into Work Areas.

H. Asbestos abatement contractor shall provide surveillance by a fire watch and set forth procedures to be taken for the safety of building occupants in the event of an emergency, in accordance with the WPSP.

I. Should the failure of any utility occur, the City will not be responsible to the asbestos abatement contractor for loss of time or any other expense incurred.

J. Facility will be responsible to notify the asbestos abatement contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.

K. Asbestos abatement contractor shall remove all flammable materials from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.

L. Asbestos abatement contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:

1. Monitor the setup of the Work Area enclosure and ensure its integrity.

2. Control entry and exit into the work enclosure.

3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.

4. Insure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.

5. The competent person (as defined in OSHA1926.1101) shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.

1.12 USE OF BUILDING FACILITIES

A. City shall make available to the asbestos abatement contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.

B. Electric power to all Work Areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by asbestos abatement contractor in accordance with applicable codes. All power to Work Areas shall be brought in from outside the area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the Work Area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Facility will identify all electric lines that must remain in service. Asbestos abatement contractor shall protect all lines.

C. Asbestos abatement contractor shall provide, at his own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, asbestos abatement contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Asbestos abatement contractor shall ensure positive shutoff of all water to Work Area during non-working hours.

D. Utilities:

1. General:
   All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site; specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.

2. Water:
   The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary plumbing or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work. Shower water for the decontamination unit shall be

provided hot. Heating of water, if necessary, shall be provided by the asbestos abatement contractor.

3. Electricity:
The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary electrical work or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work.

In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

A dedicated power supply for the negative pressure ventilating units shall be utilized. The negative air equipment shall be on a ground fault circuit interrupter (GFCI) protected circuit separate from the remainder of the work area temporary power circuits.

E. Asbestos abatement contractor shall shut down and lock out all electric power to all work areas except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided in accordance with all applicable codes. Existing light sources (e.g., house lights) shall not be utilized. All power to work areas shall be brought in from outside the area through ground-fault circuit interrupter at the source.

1. If electrical circuits, machinery, and other electrical systems in or passing though the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

b. Any energized circuits remaining in the work area shall be posted with a minimum two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL - KEEP CLEAR. A sign shall

be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work area of the existence of the energized circuits.

2. Any source of emergency lighting which is temporarily blocked as a result of work place preparation shall be replaced for the duration of the project by battery operated or temporary exit signs, exit lights, or photo luminescent path markings.

F. Asbestos abatement contractor shall provide a separate temporary electric panel board to power asbestos abatement contractor's equipment. The Facility will designate an existing electrical source in proximity to the Work Area. Asbestos abatement contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and must be coordinated with the Facility. Asbestos abatement contractor shall provide to the City a specification and drawing outlining his power requirements at the pre-construction meeting.

G. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the asbestos abatement contractor's expense.

H. Asbestos abatement contractor shall provide fire protection in accordance with all State and Local fire codes.

I. Sprinklers, standpipes, and other fire suppression systems shall remain in service and shall not be plasticized.

J. When temporary service lines are no longer required, they shall be removed by the asbestos abatement asbestos abatement contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the asbestos abatement asbestos abatement contractor. Senior Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the asbestos abatement asbestos abatement contractor.

K. Asbestos abatement contractor shall supply hot shower water necessary for use in the decontamination unit.

1.13 USE OF THE PREMISES

A. Asbestos abatement contractor shall confine his apparatus, the storage of materials, and supplies, and the operation of his workmen to limits established by law, ordinances, and the directions of the Construction Project Manager and the Facility. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Facility.

B. Asbestos abatement contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access, and that Work Areas are kept neat, clean, and safe.

C. Asbestos abatement contractor shall maintain exits from the work area or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

D. If the openings of temporary structural partitions related to abatement work areas block egress, the partition shall consist of two sheets of fire retardant 6-mil plastic, prominently marked as an exit with photo luminescent paint or signage. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress.

E. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.

F. All routes through the building to be used by the asbestos abatement contractor shall first be approved by the Construction Project Manager and the Facility.

G. Attention is specifically drawn to the fact that other asbestos abatement contractors, performing the work of other Contracts, may be (or are) brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other asbestos abatement contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.

H. Temporary toilet facilities must be provided by the asbestos abatement contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the Work Area.

1.14 PROTECTION AND DAMAGE

A. The asbestos abatement contractor is responsible to cover all furniture and equipment that cannot be removed from Work Areas. Moveable furniture and equipment will be removed from Work Areas by asbestos abatement contractor prior to start of work and returned upon successful completion of the final air testing. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the asbestos abatement contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned Work Area. The asbestos abatement contractor shall remove all shades, curtains and drapes from the Work Area, and reinstall the same following the final clean up.

B. Prior to plasticizing, the proposed work areas shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods. Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.

C. Use rubber tired vehicles that use non-volatile fuels for conveying material inside building and provide temporary covering, as necessary, to protect floors.

D. No materials or debris shall be thrown from windows or doors of the building. Building waste system shall NOT be used to remove refuse.

E. Debris shall be removed from the work site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the Work Area when approved by the Construction Project Manager.

F. Protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.

G. A preliminary inspection for pre-existing damage shall be conducted by asbestos abatement contractor and representative of the City before commencement of the project.

1.15 RESPIRATORY PROTECTION REQUIREMENTS

A. Respiratory protection shall be worn by all individuals who may be exposed to asbestos fibers from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with Regulations and these Specifications.

B. Asbestos abatement contractor shall develop and implement a written respiratory protection program with required site-specific procedures and elements. The

program shall be administered by a properly trained individual. The written respiratory protection program shall include the requirements set forth in OSHA Standard 29 CFR 1910.134, at a minimum.

C. The Asbestos abatement contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the Work Area(s), as specified in OSHA Standards 26 CFR 1910.134 and 29 CFR 1926.1101, NIOSH Standard 42 CFR 84, or as more stringently specified otherwise, herein.

D. Where respirators with disposable filter parts are employed, the asbestos abatement contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.

E. All respiratory protection shall be NIOSH approved. All respiratory protection shall be provided by asbestos abatement contractor, and used by workers in conjunction with the written respiratory protection program.

F. Asbestos abatement contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

Table 1. -- Assigned Protection Factors[5]

Type of Respirator [1,2]	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	[3]10	50	.....
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	[4]25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50	.....
• Continuous flow mode	50	1,000	[4]25/1,000
• Pressure-demand or other positive-pressure mode	50	1,000	.....
4. Self-Contained Breathing Apparatus (SCBA)			
• Demand mode	10	50	50
• Pressure-demand or other positive-pressure mode (e.g., open/closed circuit)	.....	10,000	10,000

Notes:

[1]Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

[2]The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

[3]This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

[4]The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting face piece respirators, and receive an APF of 25.

[5]These APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

G. Selection of high efficiency filters:

1. All high efficiency filters shall have a nominal efficiency rating of 100 (99.97-percent effective) when tested against 0.3-micrometer monodisperse diethyl-hexyl phthalate (DOP) particles.

2. Choose N-, R-, or P-series filters based upon the presence or absence of oil particles.

   a. N-series filters shall only be used for non-oil solid and water based aerosols or fumes.

   b. R- and P-series filters shall be used when oil aerosols or fumes (i.e., lubricants, cutting fluids, glycerin, etc.) are present. The R-series filters are oil resistant and the P-series filters are oil proof.

   c. Follow filter manufacture recommendations.

3. If a vapor hazard exists, use an organic vapor cartridge in combination with the high efficiency filter.

H. Historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for an abatement task. Historical data provided by the asbestos abatement contractor shall be based on personal air monitoring performed during work operations closely resembling the processes, type of material, control methods, work practices, and environmental conditions present at the site. Documentation of aforementioned results may be requested by the City and/or Third-Party Air Monitor for review. This will not relieve the asbestos abatement contractor from providing personal air monitoring to determine the time-weighted average (TWA) for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101.

I. At no time during actual removal operations shall half-mask air purifying respirators be allowed unless a full 8-hour TWA and excursion limit have been conducted, and reviewed by the Construction Project Manager. If the TWA and excursion limit have not been conducted, a Supplied-Air Respirator (SAR) or Airline Respirator or Self-Contained Breathing Apparatus (SCBA) must be used. Use of single use dust respirators is prohibited for the above respiratory protection.

J. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

K. Asbestos abatement contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every 12 months thereafter with the type of respirator he/she will be using.

L. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

M. No facial hairs (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.

N. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the asbestos abatement contractor at the asbestos abatement contractor's expense.

O. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:

1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and

2. High efficiency filters for negative pressure respirators shall be changed after each shower; and

3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated in Section 3.03 and/or 3.04.

4. Airline respirators with high efficiency filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers recommendations; and

5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted; and

6. Organic solvents shall not be used for washing of respirators.

P. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the Work Area. Qualitative fit test shall be done to ensure proper fit of respirator.

1.16 PROTECTIVE CLOTHING

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide to all workers, foremen, superintendents, authorized visitors and inspectors, protective disposable clothing consisting of full

body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.

B. In addition to personal protective equipment for workers, the asbestos abatement contractor shall make available at each worksite at least four (4) additional uniforms and required respiratory equipment each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager. In addition to respiratory masks for workers, the asbestos abatement contractor must have on hand at the beginning of each work day, at least four (4) masks each with two sets of fresh filters, for use by personnel who are authorized to inspect the worksite. The asbestos abatement contractor shall check for proper fit of the respirators of all City personnel authorized to enter the Work Area.

C. Asbestos handlers involved in tent procedures shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the Work Area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.

D. The outer disposable suit (if 2 suits are worn) shall be removed and remain in the tent upon exiting. Following the tent disposal and work site clean up the workers shall immediately proceed to a shower at the work site. The inner disposal unit and respirator shall be removed in the shower after appropriate wetting. The disposal clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.

E. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes for all workers in the Work Area.

F. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the Work Area for any reason after being contaminated with ACM and/or dust.

G. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Label all hats with same warning label as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the Work

Area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the Work Area at the end of the work.

H. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the Work Area.

I. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the Work Area. Dispose of as asbestos-asbestos contaminated waste at the end of the work. Gloves shall be worn at all times, except during Work Area Preparation activities that do not disturb ACM.

J. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the Asbestos Abatement Work.

K. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination facility.

L. Respirators, disposable coveralls, head covers and foot covers shall be provided by the asbestos abatement contractor for the Facilities Representative, Construction Project Manager and any other authorized representative who may inspect the Work Area. Provide two respirators and six respirator filter changes per day.

1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR

A. Asbestos abatement contractor shall employ a qualified industrial hygiene laboratory to analyze air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) and New York City regulations.

B. The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

C. Industrial hygiene laboratory shall also be a current proficient participant in the NIST/NVLAP Quality Assurance Program for the identification of bulk samples. Laboratory identification number shall be submitted to and approved by the City.

D. Air monitoring responsibilities for the asbestos abatement contractor's employees, shall be performed by a representative of the industrial hygiene laboratory retained by the asbestos abatement contractor.

E. Asbestos abatement contractor shall submit to the City all credentials of the designated (as defined in OSHA 1926.1101) and industrial hygiene laboratory representative for approval.

F. Air monitoring and inspection shall be conducted by the Asbestos abatement contractor's competent person (as defined in OSHA 1926.1101).

G. Continuous (daily or per shift) monitoring and inspection will include Work Area samples, personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA (unless Type C respirators are used) and decontamination unit clean room samples.

H. Work Area samples and employee personnel samples shall be taken using pumps whose flow rates can be determined to an accuracy of +5-percent, at a minimum of two liters per minute. This must be demonstrated at the job site.

I. Sampling and analysis methods shall be per NIOSH 7400A.

J. Test Reports:

1. Promptly process and distribute one copy of the test results, to the Commissioner.

2. Prompt reports are necessary so that if required, modifications to work methods and/or practices may be implemented as soon as possible.

3. Asbestos abatement contractor shall by facsimile notify the Commissioner within 24 hours of the results of each test, followed by written notification within three days.

K. Competent person shall conduct inspections and provide written reports daily. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment.

L. All costs for required air monitoring by the asbestos abatement contractor's competent person shall be borne by the asbestos abatement contractor.

M. The City reserves the right to conduct air and surface dust sampling in conjunction with and separate from the Third-Party Air Monitor for the purposes of Quality Assurance.

N. All samples shall be accompanied by a Chain of Custody Record that shall be submitted to the Construction Project Manager upon completion of analysis.

1.18 THIRD PARTY MONITORING AND LABORATORY

A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.

B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM). This laboratory shall meet the standards stated in Paragraph 1.17. B.

C. Observations will include, but not be limited to, checking the standard operating procedures, engineering control systems, respiratory protection, decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project that may affect the health and safety of the environment, Asbestos abatement contractor, and/or facility occupants.

D. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

E. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

F. At a minimum, air sampling shall be conducted in accordance with the following schedule:

Abatement Activity	Pre-Abatement	During Abatement	Post-Abatement
Equal to or greater than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	TEM
Less than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	PCM

Note: TEM is acceptable wherever PCM is required.

G. The number of air samples required per stage of abatement and size of abatement project is listed in the table below:

		Pre-Abatement	During Abatement	Post Abatement
	Large Asbestos Projects			
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5[a]	5[a]	5[a]
3.	Exterior Foam and Vertical Surfaces	-	5[c]	5[d]
4.	Interior Foam	10	5[c]	10[d]
	Small Asbestos Projects			
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3[b]	3[b]	3[b]
3.	Tent	3[b]	3[b]	3[b]
4.	Exterior Foam and Vertical Surfaces	-	3[c]	3[d]
5.	Interior Foam	6	3[c]	6[d]
	Minor Projects			
1.	Glovebag inside Tent	-	-	1[d]
2.	Tent	-	-	1[d]
3.	Exterior Foam and Vertical Surfaces	-	-	1[d]
4.	Interior Foam	-	-	1[d]

Notes:

a. if more than three (3) tents then two (2) samples required per enclosure.
b. if more than three (3) tents then one (1) sample required per enclosure.
c. samples shall be taken within the work area(s).
d. area sampling is required only if:
- visible emissions are detected during the project
- during-abatement area sampling results exceeded 0.01 f/cc or the pre-abatement area sampling result(s) for interior projects where applicable.
- work area to be reoccupied is an interior space at a school, healthcare, or daycare facility.

H. Prior to commencement of abatement activities, the Third Party Air Monitoring Firm will collect a minimum number of area samples inside each homogeneous work area.

1. Samples will be taken during normal occupancy activities and circumstances at the work site.

2. Samplers shall be located within the proposed work area and at all proposed isolation barrier locations.

3. Samples shall be analyzed using PCM.

4. The number of samples to be collected will be determined by the size of the project and the abatement methods to be utilized.

I. Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. The following minimum schedule of samples shall be required daily.

1. For large asbestos projects employing full containment, area air sampling shall be performed at the following locations:

a. Two area samples outside the work area in uncontaminated areas of the building, remote from the decontamination facilities.

(1) Primary location selection shall be within 10 feet of isolation barriers.

(2) Where negative ventilation exhaust runs through uncontaminated building areas, one of the area samples will be required in these areas to monitor any potential fiber release.

(3) Where exhaust tubes have been grouped together in banks of up to five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area, one area air sample shall be taken.

b. One area sample within the uncontaminated entrance to each decontamination enclosure system.

c. Where adjacent non-work areas do not exist, an exterior area sample shall be taken.

d. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct.

e. One area sample outside, but within 25 feet of, the building or structure, if the entire building or structure is the work area.

2. For large asbestos projects involving interior foam method, area air sampling shall be performed at the following sampling locations:

   a. One area sample taken outside the work area within 10 feet of isolation barriers.

   b. One area sample taken within the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system.

   c. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct, if applicable.

   d. Three area samples inside the work area.

   e. One area sample where the negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

3. For large asbestos projects employing the glovebag procedure within a tent, a minimum of five continuous air samples shall be taken concurrently with the abatement for each work area, unless there are more than three enclosures, in which case two area samples per enclosure are required.

   a. Four area samples taken outside the work area within ten feet of tent enclosure(s).

   b. One area sample taken within the uncontaminated entrance to each worker and waste decontamination enclosure system.

   c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

   d. One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

4. For large asbestos projects involving exterior foam method or removal of ACM from vertical surfaces, a minimum of five continuous area samples shall be taken concurrently with the abatement for each work area using the following minimum requirements:

   a. Three area samples inside the work area and remote from the decontamination systems.

b. One area sample within the uncontaminated entrance to each worker and waste decontamination enclosure system.

c. One area sample outside the work area within 25 feet of the building or structure, if the entire building or structure is the work area.

d. One area sample inside the building or structure at the egress point to the work area, if applicable.

5. For small asbestos projects employing full containment, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:

a. Two area samples taken outside the work area within ten feet of the isolation barriers.

b. One area sample within the uncontaminated entrance to each worker or waste decontamination enclosure system.

c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

d. One area sample where negative ventilation exhaust ducting runs through an uncontaminated building area, if applicable.

6. Tent Procedures:
For projects involving more than 25 linear feet or 10 square feet, a minimum of three continuous samples shall be taken concurrently throughout abatement.

J. Post-abatement clearance air monitoring for projects not solely employing glove-bag procedures shall include a minimum number of area samples inside each homogeneous work area and outside each homogeneous work area (five samples inside/five samples outside for Large Projects and three samples inside/three samples outside for Small Projects). In addition to the five sample inside/five sample outside minimum for Large Projects, one additional representative area sample shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

K. Post-abatement clearance air monitoring for Small Projects solely employing glove-bag procedures is not required unless one or more of the following events occurs. In such cases, post-abatement clearance air monitoring procedures shall be followed. The events requiring post-abatement clearance air monitoring are:

1. The integrity of the glove-bag was compromised,

2. Visible emissions are detected outside the glove-bag, and/or

3. Ambient levels exceed 0.01 f/cc during abatement.

L. Monitoring requirements for other than post-abatement clearance air monitoring are as follows:

1. The sampling zone for indoor air samples shall be representative of the building occupants' breathing zone.

2. If possible, outdoor ambient and baseline samplers should be placed about 6 feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow.

3. For outdoor samples, if access to electricity and concerns about security dictate a rooftop site, locations near vents and other structures on the roof that would unduly affect airflow shall be avoided.

4. Air sampling equipment shall not be placed in corners of rooms or near obstructions such as furniture.

5. Samples shall have a chain of custody record.

M. Area air sampling during abatement shall be conducted as specified in the following documents except as restricted or modified herein:

1. Measuring Airborne Asbestos Following an Abatement Action, US EPA document 600/4-85-049 (Nov., 1985);

2. Guidance for Controlling Asbestos-Containing Materials in Buildings; US EPA Publication 560/5-85- 024 (June, 1984);

3. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy US EPA Contract No. 68-02- 3266;

4. Mandatory and non-mandatory Electron Microscopy Methods set forth in 40 CFR Part 763, Subpart E, Appendix A.

5. NIOSH 7400 method using "A" counting rules

N. In accordance with the above criteria, area samples (see NYCDEP Asbestos Control Program Regulations) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM, 25mm cassettes	560 liters	5 to 15 liters/minute
TEM, 25mm cassettes	560 liters	1 to 10 liters/minute
TEM, 37mm cassettes	1,250 liters	1 to 10 liters/minute

O. Post-abatement clearance air monitoring requirements are as follows:

1. Sampling shall not begin until at least one hour after wet cleaning has been completed and no visible pools of water or condensation remain.

2. Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.

3. The representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.

P. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:

1. Before starting the sampling pumps, use forced air equipment (such as a one horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area. This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area; then

2. Place a 20-inch diameter fan in the center of the room. Use one fan per 10,000 cubic feet of room space. Place the fan on slow speed and point it toward the ceiling.

3. Start the sampling pumps and sample for the required time or volume.

4. Turn off the pump and then the fan(s) when sampling is completed.

5. Collect a minimum number of area samples inside and outside each homogeneous work area (five inside/five outside samples for Large Projects and three inside/three outside samples for Small Projects). In addition to the minimum for Large Projects, one representative area samples shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

Q. For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

1. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site meets the clearance criteria.

2. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied independently to each work area.

3. Should airborne fiber concentrations exceed the clearance criteria, the asbestos abatement contractor shall re-clean the work area utilizing wet wiping and HEPA-vacuuming techniques. Following completion of re-cleaning activities, the Third-Party Air Monitor will perform an observation of the Work Area. If the Third-Party Air Monitor determines that the work was performed in accordance with the specifications, the appropriate settling period will be observed and additional air sampling will be performed.

4. All costs resulting from additional air tests and observations shall be borne by the asbestos abatement contractor. These costs may include, but are not limited to, labor, analysis fees, materials, and expenses.

5. After the area has been found to be in compliance, the asbestos abatement contractor may remove Isolation Barriers and perform final cleaning as specified.

R. Clearance and/or Re-occupancy Criteria:

1. The clearance criteria shall be applied to each homogeneous work area independently.

2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when each of the 5 inside/5 outside samples for Large Projects and/or 3 inside/3 outside samples for Small Projects is less than or equal to 0.01 f/cc or the background concentrations, whichever is greater.

3. For TEM analysis, the clearance air monitoring shall be considered satisfactory when the requirements stated in 40 CFR Part 763, Subpart E, Appendix A, Section IV are met.

4. As soon as the air monitoring tests are completed, the Third-Party Air Monitor will send the results of such tests to the City and notify the Asbestos abatement contractor.

5. The asbestos abatement contractor shall initiate the appropriate closeout information into the DEP ARTS database within 24 hours of work area completion to allow the Third Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.

6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the Third Party Air Monitoring Firm within 48 hours of receipt.

1.19 TAMPERING WITH TEST EQUIPMENT

All parties to this Contract are hereby notified that any tampering with testing equipment will be considered an attempt at falsifying reports and records to federal and state agencies and each offense will be prosecuted under applicable state and federal criminal codes to the fullest extent possible.

1.20 GUARANTEE

A. Work performed in compliance with this Contract shall be guaranteed for a period of one year from the date the completed work is accepted by the City.

B. The asbestos abatement contractor shall not be held liable for the guarantee where the repair required under the guarantee is a result of obvious abuse or vandalism, as determined by the Commissioner.

C. The City will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

PART 2 – PRODUCTS

2.01 MATERIAL HANDLING

A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.

3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.

B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

2.02 MATERIALS

A. Wetting agents: (Surfactant) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed according to the manufacturer's written instructions.

B. Encapsulants: Liquid material which can be applied to asbestos-containing material which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

C. During abatement activities, replacement materials shall be stored outside the work area in a manner to prevent contamination. Materials required for the asbestos project (i.e., plastic sheeting, replacement filters, duct tape, etc.) shall be stored to prevent damage or contamination.

D. Framing Materials and Doors: As required to construct temporary decontamination facilities and isolation barriers. Lumber shall be high grade, new, finished one side and fire retardant.

E. Fire Retardant Polyethylene Sheeting: minimum uniform thickness of 6-mil. Provide largest size possible to minimize seams. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

F. Fire Retardant Reinforced Polyethylene Sheeting: For covering floor of decontamination units, provide translucent, nylon reinforced or woven polyethylene laminated, fire retardant polyethylene sheeting. Provide largest size possible to minimize seams, minimum uniform thickness 6-mil. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

G. Drums: Asbestos-transporting drums, sealable and clearly marked with warning labels as required by OSHA and EPA.

H. Polyethylene Disposal Bags: Asbestos disposal bags, minimum of fire retardant 6-mil thick. Bags shall be clearly marked with warning labels as required by OSHA and EPA.

I. Signs: Asbestos warning signs for posting at perimeter of Work Area, as required by OSHA and EPA.

J. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad.

K. Tape: Provide tape which is of high quality with an adhesive that is formulated to aggressively stick to sheet polyethylene.

L. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

M. Flexible Duct: Spiral reinforced flex duct for air filtration devices.

N. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves, and 18-inch high boot-type foot covers. Protective clothing shall conform to OSHA Standard 29 CFR 1926.1101.

O. Surfactants, strippers, sealers, or any other chemicals used shall be non-carcinogenic and non-toxic.

P. Materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

2.03 TOOLS AND EQUIPMENT

A. Air Filtration Device (AFD): AFDs shall be equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.

B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910), New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable. All scaffolding and components shall be capable of supporting without failure a minimum of four times the maximum intended load, plus an allowance for impact. All scaffolding and staging must be certified in writing by a Professional Engineer licensed to practice in the State of New York.

1. Equip rungs of all metal ladders, etc., with an abrasive, non-slip surface.

2. Provide non-skid surface on all scaffold surfaces subject to foot traffic. Scaffold ends and joints shall be sealed with tape to prevent penetration of asbestos fibers.

C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of asbestos contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the building for temporary storage shall be metal, closed and locked.

D. Vacuum Equipment: All vacuum equipment utilized in the Work Area shall utilize HEPA filtration systems.

E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit.

F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material and shall be approved by and listed with Underwriters Laboratory.

G. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

H. Water Atomizer: Powered air-misting device equipped with a ground fault interrupter and equipped to operate continuously.

I. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small, fine fibers. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the Construction Project Manager.

J. Power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation. Abrasive removal methods, including the use of beadblasters, are prohibited.

K. Other Tools and Equipment: Asbestos abatement contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.

L. Fans and Leaf Blower: Provide Leaf Blower (one leaf blower per floor) and one 20-inch diameter fans for each 10,000 cubic feet of Work Area volume to be used for aggressive sampling technique for clearance air testing.

M. Fire Extinguishers: At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

N. First Aid Kits: Asbestos abatement contractor shall maintain adequately stocked first aid kits in the clean rooms of the decontamination units and within Work Areas. The first aid kit shall be approved by a licensed physician for the work to be

performed under this Contract.

O. Water Service:

1. Temporary Water Service Connection: All connections to the Facilities water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperature and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping, and equipment. Leaking or dripping fittings/valves shall be repaired and or replaced as required.

2. Water Hoses: Employ new heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each Work Area and to each Decontamination Enclosure Unit. Provide fittings as required for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

3. Water Heater: Provide UL rated 40-gallon electric water heaters to supply hot water for Personal Decontamination Enclosure System Shower. Activate from 30 Amp Circuit breakers located within the Decontamination Enclosure sub panel. Provide relief valve compatible with water heater operations, pipe relief valve down to drip pan at floor level with type 'L' copper piping. Drip pans shall be 6-inch deep and securely fastened to water heater. Wiring of the water heater shall comply with NEMA, NECA, and UL standards.

P. Electrical Service:

1. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

2. Temporary Power: Provide service to decontamination unit sub panel with minimum 60 AMP, two pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

3. Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

4. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate the GFCIs outside

the Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in Work Area, decontamination units, exterior, or as otherwise required by NEC, OSHA or other authority.

5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least subject to damage from operations.

6. Temporary Wiring: In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Provide liquid tight enclosures or boxes for all wiring devices. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

7. Electrical Power Cords: Use only grounded extension cords; use hard service cords where exposed to traffic and abrasion. Use single lengths of cords only.

8. Temporary Lighting: All lighting within the Work Area shall be liquid and moisture proof and designed for the use intended.

   a. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.

   b. Provide lighting in the Decontamination Unit as required to supply a minimum 50-foot candle light level.

9. If electrical circuits, machinery, and other electrical systems in or passing though the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

   a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

2.04 CLEANING

A. Throughout the construction period, the asbestos abatement contractor shall maintain the building as described in this Section.

1. The asbestos abatement contractor shall prevent building areas other than the Work Area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the Work Area become contaminated with asbestos-containing dust or debris as a consequence of the asbestos abatement contractor's work practices, the asbestos abatement contractor shall be responsible for cleaning these areas in accordance with the procedures appended in Title 15, Chapter 1 of RCNY and NYSDOL ICR56. All costs incurred in cleaning or otherwise decontaminating non-Work Areas and the contents thereof shall be borne by the asbestos abatement contractor at no additional cost to the City.

2. The asbestos abatement contractor shall provide to all personnel and laborers the required equipment and materials needed to maintain the specified standard of cleanliness.

B. General

1. Waste water from asbestos removal operations, including shower water, may be discharged into the public sewer system only after approved filtration is on operation to remove asbestos fibers.

2. Asbestos wastes shall be double bagged in six mil (.006") fire retardant polyethylene bags approved for ACM disposal and shall be properly labeled and handled before disposal.

3. All waste generated shall be bagged, wrapped or containerized immediately upon removal. The personal and waste decontamination enclosure systems and floor and scaffold surfaces shall be HEPA vacuumed and wet cleaned at the end of each work shift at a minimum.

4. The asbestos abatement contractor shall use corrugated cartons or drums for disposal of asbestos-containing waste having sharp edged components (e.g., nails, screws, metal lathe and tin sheeting) that may tear polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.

5. The asbestos abatement contractor shall transport all bags of waste to disposal site in thirty gallon capacity metal or fiber drums with tight lids, or in locked steel dumpster.

6. Dumping of debris, waste or bagged waste will not be permitted.

7. The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.

8. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.

9. ACM shall be collected utilizing rubber dust pans and rubber squeegees.

10. HEPA vacuums shall not be used on wet materials unless specifically designed for that purpose.

11. Metal shovels shall not be used within the work area.

12. Mastic solvent when used will be applied in moderation (e.g., by airless sprayer). Saturation of the concrete floor with mastic solvent must be avoided.

13. The asbestos abatement contractor shall retain all items in the storage area in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of all materials.

14. The asbestos abatement contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for use in this work. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with New York City Department of Sanitation (NYCDOS) regulation Title 16 Chapter 8, and Federal, State and City laws.

15. At least twice a week (more if necessary), the asbestos abatement contractor shall completely remove all scrap, debris and waste material from the job site.

16. The asbestos abatement contractor shall provide adequate storage space for all items awaiting removal from the job site, observing all requirements for fire protection and concerns for the environment.

17. All respiratory protection equipment shall be selected from the latest NIOSH Certified Equipment list.

18. Daily and more often, if necessary, the asbestos abatement contractor shall inspect the Work Areas and adjoining spaces, and pick up all scrap, debris, and waste material. All such items shall be removed to the place designated for their storage.

19. Weekly, and more often, if necessary, the asbestos abatement contractor shall inspect all arrangements of materials stored on the site; re-stack and tidy them or otherwise service them to meet the requirements of these Specifications.

20. The asbestos abatement contractor shall maintain the site in a neat and orderly condition at all times.

PART 3 – EXECUTION

3.01 WORKER DECONTAMINATION FACILITY

A. Large Asbestos Projects (Small Project Option):

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas

a. Structure:

(1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

(2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

(3) Interior shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.

(4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into Work Area.

b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

d. Decontamination Enclosure System shall be placed adjacent to the Work Area and shall consist of three totally enclosed chambers, separated from Work Area and each other by airlocks, as follows:

(1) Equipment Room: The equipment room shall have a curtain doorway to separate it from the Work Area, and share a common airlock with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a fire retardant 6-mil disposal bag for collection of discarded clothing and equipment. The equipment room shall be utilized for the storage of equipment and tools after decontamination using a HEPA-vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA-vacuums and negative air machines, extra tools, containers of surfactant, and other materials and equipment required for the project shall be stored here. A walk-off pan filled with water shall be placed in the Work Area just outside the equipment room for persons to clean foot coverings when leaving the Work Area. Contaminated footwear and reusable work clothing shall be stored in this room.

(2) Shower Room: The shower room shall have two airlocks (one that separates it from the equipment room and one that separates it from the clean room). The shower room shall contain at least one shower, with hot and cold water adjustable at the tap, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind and shall contain a rigid catch basin at least six inches deep. Asbestos abatement contractor shall supply towels, shampoo and liquid soap in the shower room at all times. Shower water shall be continuously drained, collected, and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Pumps shall be installed, maintained and utilized in accordance with manufacturer's recommendations. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

(3) Clean Room: The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable

clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tool, equipment or other materials.

B. Small Asbestos Projects:

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.

2. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.

3. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.02 WASTE DECONTAMINATION FACILITY

A. Large Asbestos Project (Small Project Option)

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.

a. Structure:

(1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

(2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated

plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

(3) Interior walls shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.

(4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into the Work Area.

b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

d. Decontamination Enclosure System shall be located outside the work area and attached to all locations through which ACM waste will be removed from the work area and shall consist of two totally enclosed chambers, separated from the Work Area and each other by airlocks, as follows:

(1) Washroom: An equipment washroom shall have two air locks (one separating the unit from the Work Area and one common air lock that separates it from the holding area). The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the Work Area, prior to moving to the washroom.

(2) Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the Work Area.

B. Small Asbestos Project:

1. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.

2. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.03 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING REMOTE DECONTAMINATION FACILITIES

A. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall fully identify the facility, agents, asbestos abatement contractor(s), the project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.

B. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the Work Area.

C. Each worker shall, before leaving the Work Area or tent, clean the outside of the respirators and outer layer of protective clothing by wet cleaning and/or HEPA-vacuuming. The outer disposable suit shall be removed in the airlock prior to proceeding to the Worker Decontamination Unit. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.

D. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.04 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING ATTACHED DECONTAMINATION FACILITIES

A. All workers and authorized visitors shall enter the Work Area through the worker decontamination facility.

B. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, asbestos abatement contractor(s), the project, each Work Area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.

C. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator with filters, and clean protective clothing before entering the Work Area through the shower room and equipment room.

D. Each worker or authorized visitor shall, each time he leaves the Work Area, remove gross contamination from clothing before leaving the Work Area; proceed to the equipment room and remove clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

E. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the Work Area is not permitted outside the Work Area.

3.05 MAINTENANCE OF DECONTAMINATION ENCLOSURE FACILITIES AND BARRIERS

The following procedures shall be followed during abatement activities.

A. All polyethylene barriers inside the work place and partitions constructed to isolate the Work Area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.

B. Smoke tubes shall be used to test the integrity of the Work Area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.

C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.

D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the Work Area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.

E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor.

F. The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting shall be documented in the log book. If exits are found to be blocked, abatement activities shall stop until the blockage is cleared.

3.06 MODIFICATIONS TO HVAC SYSTEMS

A. Shut down, isolate or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.

B. Seal all seams with duct tape. Wrap entire duct with a minimum of two layers of fire retardant 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Facility. Where systems must be maintained, i.e., traversing Work Areas to non-Work Areas, only supply ducts will be maintained, protect as described above. All returns must be blanked off in Work Area and adjacent areas, including floor above and below Work Area. When required Asbestos abatement contractor shall apply for a clarification from NYCDEP. The Asbestos abatement contractor shall implement the following engineering procedures:

1. Maintenance of a positive pressure within the HVAC system of 0.01 inch water gauge (or greater) with respect to the ambient pressure outside the Work Area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of Work Area preparation until successful final air clearance. Positive pressurization of HVAC system shall be applied only under the direction and control of professional engineer, or other knowledgeable licensed professional;

2. The positive pressurization of the duct shall be tested, inspected and recorded both at the beginning and at the end of each shift;

3. The positive pressurization shall be monitored using instrumentation which will provide a written record of pressurization and that will trigger an audible alarm, if the static pressure falls below the set value;

4. The supply air fan and the supply air damper for the active positive-pressurized duct shall be placed in the manual "on" positions to prevent shutdown by fail-safe mechanisms;

5. The return air fan and the return air dampers shall be shut down and locked-out;

6. All the seams of the HVAC ducts that pass through the Work Area shall be sealed;

7. The HVAC ducts that pass through the Work Area shall be covered with two (2) layers of fire retardant 6-mil polyethylene sheeting, and all seams and edges of both layers shall be sealed airtight;

8. The supply air fans, return air fans, and all dampers servicing the Work Area itself shall be shut down and locked-out. All openings within the Work Area of supply and return air ducts shall be sealed with 3/8-inch fire rated plywood and two layers of fire retardant 6-mil polyethylene;

9. When abatement occurs during periods while the HVAC system is shut down an alternative method of pressurization of the duct passing through the Work Area should be employed (e.g., by low-pressure "blowers", etc., directly coupled into the duct). Item #4 above shall be deleted and shall be replaced by the requirement to set the dampers of the HVAC duct in the manual closed positions, in order to effect pressurization.

C. Asbestos abatement contractor to coordinate this item with the Facility and Construction Project Manager at the commencement of work. Where present HVAC systems (ducts) service an area and that air system cannot be shut down, asbestos abatement contractor shall isolate and seal the ducts, both supply and return, at the boundary of that zone.

1. To isolate, cap, or seal a duct, the asbestos abatement contractor shall remove insulation from duct (if necessary), then disconnect linkage to fold shut all fire dampers. Asbestos abatement contractor shall seal all edges and seams with caulk and duct-tape.

2. Asbestos abatement contractor shall then cut existing duct and fold metal in and secure with approved fasteners. Asbestos abatement contractor shall caulk and duct-tape all seams and edges.

3. All ducts shall then be completely wrapped and sealed with duct-tape and three (3) layers of reinforced polyethylene sheeting.

4. All ducts shall be restored to original working order at the end of the project.

D. Where present HVAC systems (ducts) service occupied areas (non-Work Areas),

the Asbestos abatement contractor shall blank off the ducts.

1. To isolate or seal the return duct, the asbestos abatement contractor shall remove any insulation (if necessary) from the duct. Then disconnect linkage to fold shut all fire dampers and insert a fiberglass board within the duct. Asbestos abatement contractor shall seal all edges and seams with caulk, duct-tape and three (3) layers of reinforced polyethylene sheeting.

2. All isolation of return ducts and any other activity that requires removal of ceiling by the asbestos abatement contractor shall be conducted under controls. Work is to be coordinated with the Construction Project Manager and the Facility and is described as follows:

    a. Work shall occur as scheduled.

    b. Horizontal surfaces near the blanking operations shall be protected with fire retardant 6-mil polyethylene sheeting.

    c. Plastic drapes shall be used to enclose the immediate area.

    d. Asbestos abatement contractor to position and operate air filtration devices and HEPA-vacuums in the area to clean space after blanking operations.

    e. All personnel involved with this work shall receive personal protection (i.e., respirators and disposable suits).

E. Upon loss of negative pressure or electric power, all work activities in an area shall cease immediately and shall not resume until negative pressure and/or electric power has been fully restored. When a power failure or loss of negative pressure lasts, or is expected to last, longer than thirty (30) minutes, the following sequence of events shall occur.

1. All make up air inlets shall be sealed airtight.

2. All decontamination facilities shall be sealed airtight after evacuation of all personnel from the Work Area.

3. All adjacent areas shall be monitored for potential fiber release upon discovery of and subsequently throughout, power failure.

3.07 LOCKOUT OF HVAC SYSTEMS, ELECTRIC POWER, AND ACTIVE BOILERS

Prior to the start of any prep work, the asbestos abatement contractor shall employ skilled tradesmen with limited asbestos licenses for the following work:

A. Disable all ventilating systems or other systems bringing air into or exhausting air out of the Work Area. Disable system by disconnecting wires removing circuit breakers, by lockable switch or other positive means to ensure against accidental re-starting of equipment.

B. Lock out power to the Work Area by switching off all breakers and removing them from panels or by switching and locking entire panel. Label panel with following notation: "DANGER CIRCUIT BEING WORKED ON". Give all keys to Facility.

C. Lock out power to circuits running through Work Area whenever possible by switching off and removing breakers from panel. If circuits must remain live, the Facility shall notify asbestos abatement contractor in order that he may secure a variance from NYCDEP. The asbestos abatement contractor shall protect all conduit and wires to remain and label all active circuits at intervals not to exceed 3 feet with tags having the following notation: "DANGER LIVE ELECTROCUTION HAZARD". The asbestos abatement contractor shall label all circuits in all locations including hidden locations that may be affected by the work in a similar manner.

D. All boilers and other equipment within the work area shall be shut down, locked out, tagged out and the burner/boiler/equipment accesses and openings shall be sealed until abatement activities are complete. If the boiler or other exhausted equipment will be subject to abatement, all breeching, stacks, columns, flues, shafts, and double-walled enclosures serving as exhausts or vents shall be segregated from the affected boiler or equipment and sealed airtight to eliminate potential chimney effects within the work area.

PART 4 – PREPARATION OF WORK AREA AND REMOVAL PROCEDURES

4.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

A. Asbestos abatement contractor Responsibility

Asbestos abatement contractor shall be responsible for the proper removal of ACM from the Work Area using standard industry techniques. The Third-Party Air Monitor representative shall observe the Work.

1. General Requirements:

a. Removal of ACM shall be performed using wet methods. Dry removal of ACM is prohibited.

b. Spray ACM with amended water with sufficient frequency and quantity to enhance penetration. Sufficient time shall be allowed for amended water to penetrate the material to the substrate prior to removal. All ACM shall be thoroughly wetted while work is being conducted.

c. Accumulation of standing water on the floor of the Work Area is prohibited.

d. Apply removal encapsulants, when used, in accordance with the manufacturer's recommendations and guidelines.

e. Containerize ACM immediately upon detachment from the substrate. Alternately, ACM may be dropped in to a flexible catch basin and promptly bagged. Detached ACM is not permitted to lie on the floor for any period of time. Excess air within the bag shall be removed before sealing. ACM shall not be dropped from a height of greater than 10 feet. Above 10 feet, dust free inclined chutes may be used. Maximum inclination from horizontal shall be 60-degrees for all chutes.

f. Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

g. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area.

h. No smoking signs shall be maintained and prominently displayed within the work place.

i. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

j. If the containment area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors the cutoff switch shall be able to turn off the equipment on all floors.

B. Removal of ACM Utilizing Full Containment Procedures shall be as follows:

1. Preparation Procedures:

a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.

b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of fire retardant polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos-asbestos contaminated waste.

c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

d. Provide and install decontamination enclosure systems in accordance with Sections 3.01 and 3.02 of this Section.

e. Remove ACM that may be disturbed by the erection of partitions using tent procedures and wet removal methods. Removal shall be limited to a one-foot wide strip running the length/height of the partition.

f. Pre-clean and remove moveable objects from the Work Area. Pre-cleaning shall be accomplished using HEPA-vacuum and wet-cleaning techniques. Store moveable objects at a location determined by the City.

g. Protect carpeting that will remain in the Work Area.

(1) Pre-clean carpeting utilizing wet-cleaning techniques.

(2) Install a minimum of two layers of fire retardant 6-mil reinforced polyethylene sheeting over carpeting.

(3) Place a rigid flooring material, minimum thickness of 3/8-inch, over polyethylene sheeting.

h. Pre-clean all fixed objects to remain within the Work Area using HEPA-vacuum and wet-cleaning techniques.

i. Seal fixed objects with two individual layers, minimum, of 6-mil fire retardant polyethylene sheeting.

j. Pre-clean entire Work Area utilizing HEPA-vacuum and wet-cleaning techniques. Methods of cleaning that raise dust; such as dry sweeping or use of vacuum equipment not equipped with HEPA-filters, is prohibited.

k. Install isolation barriers (i.e., sealing of all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations within the Work Area) using two layers of 6-mil fire retardant polyethylene sheeting and duct-tape.

l. Construct rigid framework to support Work Area barriers.

(1) Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist for all openings greater than 32 square feet. Framework is not required except where one dimension is one foot or less or the opening will be used as an emergency exit.

(2) Apply a solid construction material, minimum thickness of 3/8-inch to the Work Area side of the framing. In secure interior areas, not subject to access from the public or building occupants, an additional layer of 6-mil fire retardant polyethylene sheeting may be substituted for the rigid construction material.

(3) Caulk all wall, floor, ceiling, and fixture joints to form a leak tight seal.

m. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of 6-mil fire retardant plastic and fire rated plywood, as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

n. Remove ceiling mounted objects not previously sealed that will interfere with removal operations. Mist object and surrounding ACM with amended water prior to removal to minimize fiber dispersal. Clean all moveable objects using HEPA-vacuum and wet-cleaning techniques prior to removal from the Work Area.

o. Fiberglass insulation with intact coverings shall be protected in place during abatement activities. These materials shall be protected with two layers of 6-mil fire retardant polyethylene sheeting as isolation barriers and two additional layers of 6-mil fire retardant polyethylene sheeting serving as primary and secondary surface barriers.

p. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuum to produce a negative air pressure inside the enclosure is prohibited.

q. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

r. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

s. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.

t. Prior to being plasticized, the Work Areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

u. Plasticize the area after pre-cleaning, using the following procedures.

(1) Cover floors with one layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 6 inches up wall, and seal layer to wall.

(2) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, overlapping wall layer a minimum of 6 inches, and seal layer to floor layer.

(3) Cover floors with a second layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.

(4) Cover walls with a second layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.

(5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.

(6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM waste as described in this Specification.

(7) Repeat preparation of areas accessed by demolition activities as described above.

v. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.

w. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.

x. Means of egress shall not be obstructed by hard wall barriers.

y. Pre-Removal Inspections.

(1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Within Full Containment:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the material using hand tools such as scrapers or putty knives. Wire-mesh or wood lathe reinforcing, when present, shall be cut into manageable pieces and disposed of as ACM.

c. Remove any residual material from the substrate using wet cleaning methods and nylon-bristled hand brushes.

d. Place the removal material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.

e. Following the completion of removal of insulation, all visible residue shall be removed from the substrate.

3. Following Removal of ACM utilizing Full Containment Procedures:

a. First Cleaning:

(1) Remove any visible accumulation of asbestos material and debris. HEPA-vacuuming and wet cleaning shall be performed on all surfaces inside the Work Area. All sealed drums, plastic bags, and equipment used in the Work Area shall be removed from the Work Area.

(2) Upon request of the asbestos abatement contractor, the Third-Party Air Monitor will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) Remove first layer of plastic sheathing inside the Work Area. The isolation barriers and decontamination facility shall remain in place and be utilized.

b. Second Cleaning:

(1) After the first cleaning, the Work Area shall be vacated for twelve hours to allow fibers to settle.

(2) All objects and surfaces in the Work Area shall be HEPA - vacuumed and wet cleaned for a second cleaning.

(3) A thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the Work Area.

(4) When the encapsulant is dry, second layer of polyethylene sheeting on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, Isolation Barriers or disconnect the negative pressure equipment.

c. Third Cleaning:

(1) A minimum of four hours after the second cleaning, all the surfaces in the Work Area shall be HEPA-vacuumed and wet cleaned for a third cleaning.

(2) Upon the request of the asbestos abatement contractor, the Third-Party Air Monitor will do final visual inspection for re-occupancy. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) When the Work Area passes the Third-Party Air Monitor's visual re-occupancy inspection, air sampling shall not begin until at least one hour after the completion of the third cleaning. The Third-Party Air Monitor shall perform air monitoring using aggressive testing techniques. The Third-Party Air Monitor will approve re-occupancy if the specified fiber count in the Work Area is achieved according to the Third-Party Air Monitor.

(4) When the Work Area passes the re-occupancy test, all controls and seals established shall be removed.

(5) The cleaned layer of the surface barriers shall be removed from walls and floors.

(6) The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

d. Final Barrier Removal:

(1) Upon receipt of acceptable clearance testing results, polyethylene sheeting and Isolation Barriers shall be removed and disposed accordingly as asbestos-containing material.

(2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.

e. The Third-Party Air Monitor will conduct a final visual observation. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization.

C. Removal of ACM utilizing NYCDEP Title 15, Chapter 1 §1-106 Tent Containment Procedures and/or Tent and Glove-bag Procedures utilizing NYDEP Title 15, Chapter 1 §1-105 shall be as follows:

1. Preparation Procedures:

a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.

b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos-asbestos contaminated waste.

c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

d. Provide and install decontamination enclosure systems in accordance with PART 3 - EXECUTION, Sections 3.01 and 3.02 of these Specifications. Decontamination facilities may be remote from the Work Areas.

e. Construct rigid framework to support Work Area barriers. Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist.

f. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of fire retardant 6-mil plastic and minimum 3/8" fire rated plywood, as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer. Any opening greater than 32 square feet shall be framed with 2-inch by 4-inch studding placed 16 inches on center.

g. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour and negative pressure of -0.02" of water column within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuums to produce a negative air pressure inside the enclosure is prohibited.

h. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

i. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

j. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacture equipped with HEPA filtered local exhaust ventilation.

k. Prior to being plasticized, the Work Areas shall be cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

l. There shall be an airlock at the entrance to the tent, unless there is an attached worker or waste decontamination system.

m. Plasticize the area after pre-cleaning, using the following procedures. Do not apply polyethylene sheeting to the wall and ceiling surfaces that will be demolished to access ACM.

(1) Cover floor with one layer of fire retardant 6-mil polyethylene

sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.

(2) Cover walls with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.

(3) Cover ceilings with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to wall layer.

(4) Repeat procedure for second layer. All joints in polyethylene sheeting shall be glued and taped in such a manner as to prohibit air passage. Joints on plastic layers shall be staggered to reduce the potential for water to penetrate.

(5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.

(6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM as described in this Specification.

(7) Repeat preparation of areas accessed by demolition activities as described above.

(8) Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.

(9) Protect non-ACM insulation within the Work Area(s) with two individual layers of fire retardant 6-mil polyethylene sheeting. Sheeting shall remain in-place until satisfactory clearance air monitoring results are achieved.

n. Installation of glove-bags for removal of thermal system insulation, when required:

(1) General: Glove-bag operations shall be performed using commercially available glove-bags of at least fire retardant 6-mil, transparent plastic appropriately sized for the diameter of the material to be removed. The use of "moveable" glove-bag techniques is strictly forbidden. At no time, shall the glove-bag be sized to allow for the removal of more than three linear feet of insulation. Glovebag procedures may only be used in

conjunction with full containment of the work area or the tent procedure.

(2) Place the necessary tools and materials inside of the tool pouch of the glove-bag before the glove-bag procedure begins.

(3) Place duct-tape securely around the affected area to form a smooth area to which the glove-bag can be securely fastened.

(4) Attach glove-bag to the cable, wire or pipe. Seal top of glove-bag by double folding and stapling. Place duct-tape along the seam to form an airtight seal. Seal sides of glove-bag, where cable, wire or pipe passes through, with duct-tape to form an airtight seal.

(5) If the material adjacent to the work section is damaged, terminates, is jointed or contains an irregularity, wrap the section in two layers of 6-mil fire retardant polyethylene sheeting and seal airtight with duct-tape.

(6) Smoke test each glove-bag as indicated below. The Third-Party Air Monitor shall be present during all smoke testing.

(7) The glovebag shall be placed under negative pressure utilizing a HEPA vacuum, and a smoke tube shall then be aspirated to direct smoke at all seams and seals from outside the glovebag. Any leaks detected by the smoke test shall be duct taped airtight.

(8) All necessary tools and materials shall be brought into the work area before the glovebag procedure begins.

(9) Glovebag procedures shall be conducted by workers specifically trained in glovebag procedures and equipped with appropriate personal protective equipment.

(10) The insulation diameter worked shall not exceed one half the bag working length above the attached gloves.

o. Glovebag procedures shall be conducted by workers specifically trained in glovebag procedures and equipped with appropriate personal protective equipment.

p. Pre-Removal Inspections

(1) Prior to removal of any ACM, the Asbestos abatement contractor shall notify the Third-Party Air Monitor and request

a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Thermal Insulation Using Glove-Bag Techniques:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the insulation using hand tools such as knives or scissors.

c. Exercise caution when removing insulation.

d. Remove any residual asbestos-containing insulation from the substrate using wet cleaning methods and nylon-bristled hand brushes.

(1) Any insulation ends created by this procedure shall be sealed with encapsulant prior to bag removal or thoroughly wetted before bag removal and sealed with wettable cloth end caps and spray glue or any combination of these materials immediately following bag removal.

(2) The tool pouch shall be separated from the bag prior to disposal by twisting it and the wall to which it is attached several times, and taping the twist to hold it in place, thus sealing the bag and the pouch which are severed at the midpoint of the twist. Alternatively, the tools can be pulled through with one or both glove inserts, thus turning the gloves inside out. The glove(s) is/are then twist sealed forming a new pouch, taped and several mid-seal forming two separate bags.

(3) A HEPA vacuum shall be used for evacuation of the glovebag in preparation for removal of the bag from the surface for clean-up in the event of a spill, and for post project clean-up.

(4) With the glovebag collapsed and the ACM in the bottom of the bag, the bag shall be twisted several times and taped to seal that section during bag removal.

(5) A 6-mil plastic bag shall be slipped around the glovebag while it is still attached to the surface. The bag shall be detached from the surface by removing the tape or cutting the top with blunt scissors.

(6) The asbestos-containing waste, the clean-up materials, and protective clothing shall be wetted sufficiently, double-bagged minimizing air content, sealed separately, and disposed of in conformance with applicable regulations.

3. Removal of ACM Utilizing Tent Containment Procedure:

a. Tent procedures shall be limited to the removal of less than 260 linear feet and 160 square feet of ACM and shall not result in disturbance of ACM during tent erection.

b. Mist material with amended water and/or foam. Allow sufficient time for the amended water to penetrate the material to be removed.

c. Cut bands, wire or other items placed over insulation or ACM.

d. Remove the ACM using hand tools such as knives or scrapers.

e. Exercise caution when removing ACM.

f. Remove any residual asbestos-containing material from the substrate using wet cleaning methods.

g. Seal exposed ends of remaining insulation or ACM with a "wettable cloth" and/or encapsulant.

h. Place the removed material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.

i. Following the completion of removal of ACM, all visible residue shall be removed from the substrate.

4. Following Removal of ACM Utilizing Tent Containment or Tent/Glovebag Procedure:

a. Clean all visible accumulations of loose ACM. Metal shovels shall not be used within the Work Area.

b. Accumulations of dust shall be cleaned continuously until completion of clean up.

c. After removal of all visible accumulations of ACM, the area shall be:

(1) Wet cleaned using rags, mops or sponges.

(2) Permitted sufficient time to dry, prior to HEPA vacuuming all substrates.

(3) Lightly encapsulated to lockdown residual asbestos. A thin coat of an encapsulating agent shall be applied to any surfaces in the Work Area which were not the subject of removal or other remediation activities. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring results. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.

(4) The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.

(5) If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations.

(a) All waste shall be removed from the Work Area and holding areas.

(b) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.

(6) If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.

(7) The Work Area shall be vacated for a minimum of one hour to allow fibers to settle prior to clearance air monitoring, when required.

d. Final Barrier Removal

(1) Upon receipt of acceptable clearance testing results polyethylene sheeting (inside layers) and Isolation Barriers shall be removed and disposed accordingly as ACM. The tent shall be collapsed inward, enclosing the contaminated clothing. This contaminated material shall be disposed of in another plastic bag. The HEPA vacuum shall be decontaminated and sealed.

(2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA-vacuum and wet methods.

e. The Third-Party Air Monitor will conduct a final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

D. Removal of Floor Tile and Mastic utilizing NYCDEP Title 15, Chapter 1 §1-108 Foam/Viscous Liquid Use in Flooring Removal procedures shall be as follows:

1. Preparation of the Work Area:

a. These procedures only apply to the removal of vinyl asbestos floor tiles (VAT), ACM floor coverings and associated mastics and adhesives, where only the ACM being abated in the work area is flooring material.

b. Request that the Third-Party Air Monitor perform area monitoring and establish a background count prior to the preparatory operations for each removal area.

c. Provide and install decontamination enclosure systems in accordance with PART 3 - EXECUTION, Sections 3.01 and 3.02 of these Specifications and NYCDEP Title 15, Chapter 1. Decontamination facilities may be remote from the Work Areas upon approval from NYCDEP.

d. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos contaminated waste.

e. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

f. Seal floor drains, sumps and other collection devices with two layers of fire retardant 6-mil plastic and fire rated plywood, as necessary, and provide a system to collect all water used by the Asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

g. Separate by means of airtight barriers (isolation barriers) parts of the building that are not included in the Work Area(s) from parts of the building that will undergo asbestos abatement.

h. Seal with isolation barriers: open doorways, cased openings, and corridors that will not be used for passage during work.

i. Isolation barriers shall extend from the floor to the ceiling and form an airtight seal. They shall be built using 2-inch by 4-inch wood or metal framing placed 16 inch on center and shall be braced as necessary. Cover the work sides of the studding with two layers of 6-mil fire retardant, reinforced polyethylene sheeting. Install barriers to form a leaktight seal between the Work Area and adjacent areas. Install isolation barriers in a manner to endure "negative air pressure" within the Work Area.

j. Completely seal airtight and isolate the Work Area. All openings, including but not limited to doorways, tunnels, ducts, grilles, cracks, diffusers, openings through which pipe conduit passes, and any other penetrations of the Work Area, shall be covered with polyethylene sheeting taped or caulked airtight.

k. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with fluorescent paint or other effective designations to permit easy location from anywhere within the Work Area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

l. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

m. After isolating the area, install and initiate operation of air filtration devices (AFDs) to provide a negative pressure of at least -0.02 inches of water and four air changes per hour within the Work Area relative to surrounding non-Work Areas. In areas where negative air units cannot be exhausted to the exterior of the station, units shall be installed in series. When installing units in series, the exhaust from an AFD shall be exhausted into the intake of a second AFD of equal or greater capacity. The exhaust from the second unit shall be directed to the exterior of the Work Area in an area that is not accessible to the public. Both units shall be located inside the Work Area. Exhaust and connect AFD using spiral-reinforced tubing manufactured for this purpose. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures.

n. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.

o. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.

p. Work Area Pre-cleaning Procedures: After establishing the decontamination enclosure systems, prepare and pre-clean the Work Area as specified below:

(1) Movable and loose items not removed by the City shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate and shall be removed from the Work Area and stored at the City's direction.

(2) Movable and loose items contaminated with asbestos shall be removed from the Work Areas and properly discarded as asbestos contaminated waste.

(3) Fixed objects within the Work Area shall be pre-cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Joints of covers or casings shall be sealed with tape and fixed objects enclosed with a minimum of two layers of 6-mil fire retardant polyethylene sheeting sealed airtight with tape. Disassembly of these fixed objects is not required unless otherwise noted. Fixed objects shall include, but not be limited to, light fixtures, junction boxes, hangers and black carrying channels.

(4) Prior to being plasticized, the Work Areas shall be cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA-filters, shall not be used.

q. Plasticize the area after pre-cleaning, using the following procedure:

(1) Floor surfaces shall be sealed with a minimum of two layers of fire retardant 6-mil plastic sheeting, except where the only ACM being abated in the project is vinyl asbestos floor tile or other flooring material, in which case the floor need not be sealed;

(2) Baseboards and wall surfaces shall be sealed with a minimum of two layers of fire retardant 6-mil plastic sheeting up to a minimum height of four feet above the floor. If hand power tools are used during abatement, wall surfaces shall be covered with a layer of fire retardant 6-mil polyethylene sheeting to minimum height of six feet.

r. Pre-Removal Inspections

(1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Floor Tile and Mastic:

a. Prior to actual removal, the floor tiles and associated mastic shall be blanketed and wetted with a minimum 1-inch to 3-inch coating of the acceptable foam or viscous liquid that shall leave an identifiable colored residue when it dissipates and shall be maintained for the duration of the removal until the material is bagged.

b. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection from handling, and shall not affect the handling and disposal of the waste.

c. The foam or viscous liquid shall coat and wet the ACM. The ACM shall be kept wet through the bagging process.

d. Persons entering the work area shall wear correctly-fitting, good-traction rubber boots.

e. Remove floor tile and all underlying layers using a flat hoe or scraper. Remove adhesive backing using approved mastic removal solvent. Do not grind or sand floor.

f. Completely remove floor tile and adhesive backing using appropriate tools and materials. As material is removed, wrap it in two layers of plastic and place it in labeled containers for transport.

g. Completely remove bulk mastic using an approved mastic solvent. Product application shall be in accordance with the manufacturer's instructions and the Material Safety Data Sheet (MSDS) for the product. Do not allow solvent to stand or to be absorbed by sub-floor. Use diatomaceous earth to prevent the flow of solvent under walls or into other areas from which it would be difficult to recover. Absorb spent solvent and associated mastic immediately after use with diatomaceous earth and place in drums dedicated for the disposal of floor tile mastic waste.

h. After completion of mastic removal, thoroughly wash the floor with detergent and rinse clean. Use sufficient quantities of diatomaceous earth to soak up water and detergent so that the waste is completely solid. Place waste in sealed drums dedicated for the disposal of floor tile mastic waste. No bulk mastic residue and traces of foam/viscous liquid shall remain on the floor surface following removal and cleaning. It is not necessary to remove stain from pores of concrete.

i. Spent mastic removal agents must be properly stored, categorized and disposed. Refer to "ACM Waste Packing and Load Out Procedures".

j. On completion of floor mastic removal, the floor shall be smooth, free from ridges and bumps, and suitable to receive replacement flooring.

3. Additional Removal Requirements: The Third-Party Air Monitor shall issue a stop work order if visible emissions are detected outside the Work Areas and/or should the airborne fiber concentrations meet or exceed 0.01 f/cc of air or the background count (use the greater of these two values as the

reference). Work shall not resume until the condition(s) causing the increase are corrected, surfaces are decontaminated using HEPA vacuums or wet cleaning techniques and the Asbestos abatement contractor receives notice from the Third-Party Air Monitor.

4. Following Removal of ACM Floor Tile and Mastic:

   a. All surfaces shall be wet cleaned.

   b. HEPA-vacuum all surfaces.

   c. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations.

      (1) All waste shall be removed from the Work Area and holding areas.

      (2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.

   d. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.

   e. If the Work is not approved, the Third-Party Air Monitor will inform asbestos abatement contractor who will then wet-clean and HEPA-vacuum the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.

   f. Remove polyethylene barriers from the walls of the Work Area. Isolation barriers shall remain in place.

   g. Perform a thorough HEPA-vacuuming of the Work Area.

   h. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.

   i. If the Work is not approved, the Third-Party Air Monitor will inform asbestos abatement contractor who will then HEPA-vacuum the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.

j. If results of air sampling performed during abatement activities indicate airborne fiber concentrations of less than 0.01 fibers per cubic centimeter, or the background level, whichever is greater, final clearance air sampling is not required. The abatement action may be considered complete.

k. Isolation Barrier Removal

(1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.

(2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.

l. The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

E. Removal of ACM Vinyl Asbestos Floor Tiles (VAT) and other Asbestos Containing Materials by Full containment Procedures without Plastic on the Floor utilizing NYC DEP Variance Attachment VA shall be as follows:

1. Preparation of the Work Area:

a. Request that the Third-Party Air Monitor perform area monitoring and establish a background count prior to the preparatory operations for each removal area.

b. Provide and install decontamination enclosure systems in accordance with PART 3 - EXECUTION, Sections 3.01 and 3.02 of these Specifications and the NYCDEP Variance.

c. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos contaminated waste.

d. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

e. Seal floor drains, sumps and other collection devices with two layers of 6-mil fire retardant plastic and fire rated plywood, as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

f. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.

g. The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates. The acceptable foam or viscous liquid shall be maintained for the duration of the removal until the material is bagged.

h. The foam or viscous liquid shall coat and wet the ACM. The ACM shall be kept wet through the bagging process.

i. Baseboards and wall surfaces up to a minimum height of four feet above the floor shall be covered with a layer of fire retardant 6-mil plastic sheeting. If hand power tools are used during the abatement, wall surfaces shall be covered with a layer of fire retardant 6-mil polyethylene sheeting to a minimum height of six feet.

j. Negative air pressure ventilation shall be provided to allow make-up air into the work area, and the air outlet from the work area shall be at or near the floor level.

k. Separate by means of airtight barriers (isolation barriers) parts of the building that are not included in the Work Area(s) from parts of the building that will undergo asbestos abatement.

l. Seal with isolation barriers: open doorways, cased openings, and corridors that will not be used for passage during work.

m. Isolation barriers shall extend from the floor to the ceiling and form an airtight seal. They shall be built using 2-inch by 4-inch wood or metal framing placed 16 inch on center and shall be braced as necessary. Cover the work sides of the studding with two layers of 6-mil reinforced, fire retardant polyethylene sheeting. Do not cover wall surfaces or track boxes that will be affected by abatement activities. Install barriers to form a leaktight seal between the Work Area and adjacent areas. Install isolation barriers in a manner to endure "negative air pressure" within the Work Area.

n. Completely seal airtight and isolate the Work Area. All openings, including but not limited to doorways, tunnels, ducts, grilles, cracks, diffusers, openings through which pipe conduit passes, and any other penetrations of the Work Area, shall be covered with polyethylene sheeting taped or caulked airtight.

o. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with fluorescent paint or other effective designations to permit easy location from anywhere within the Work Area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

p. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

q. After isolating the area install and initiate operation of air filtration devices (AFDs) to provide a negative pressure of at least -0.02 inches of water and six air changes per hour within the Work Area relative to surrounding non-Work Areas. In areas where negative air units cannot be exhausted to the exterior of the station, units shall be installed in series. When installing units in series, the exhaust from an AFD shall be exhausted into the intake of a second AFD of equal or greater capacity. The exhaust from the second unit shall be directed to the exterior of the Work Area in an area that is not accessible to the public. Both units shall be located inside the Work Area. Exhaust and connect AFD using spiral-reinforced tubing manufactured for this purpose. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures.

r. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.

s. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.

t. Work Area Pre-cleaning Procedures: After establishing the decontamination enclosure systems, prepare and pre-clean the Work Area as specified below:

(1) Movable and loose items not removed by the City shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate and shall be removed from the Work Area and stored at the City's direction.

(2) Movable and loose items contaminated with asbestos shall be removed from the Work Areas and properly discarded as asbestos-asbestos contaminated waste.

(3) Fixed objects within the Work Area shall be pre-cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Joints of covers or casings shall be sealed with tape and fixed objects enclosed with a minimum of two layers of 6-mil fire retardant polyethylene sheeting sealed airtight with tape. Fixed objects shall include, but not be limited to, light fixtures, junction boxes, hangers and black carrying channels.

(4) Prior to being plasticized, the Work Areas shall be cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA-filters, shall not be used.

u. Plasticize the area after pre-cleaning, using the following procedure:

(1) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, and seal to floor.

(2) Cover walls with a second layer of 6-mil fire retardant polyethylene sheeting, overlapping first wall layer a minimum of 12 inches, and seal to floor.

v. Pre-Removal Inspections

(1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Within Full Containment:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the material using hand tools such as scrapers or putty knives. Wire-mesh or wood lathe reinforcing, when present, shall be cut into manageable pieces and disposed of as ACM.

c. Remove any residual material from the substrate using wet cleaning methods and nylon-bristled hand brushes.

d. Place the removal material immediately into a properly labeled 6-mil fire retardant polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.

e. Following the completion of removal of insulation, all visible residue shall be removed from the substrate

3. Following Removal of ACM utilizing Full Containment Procedures:

a. First Cleaning:

(1) Clean-up procedures shall involve removal and bagging of the ACM, of visible accumulations of asbestos containing waste, and of all traces of foam or similar viscous liquid. Following the removal of all debris, the work area shall be thoroughly wet cleaned and HEPA vacuumed.

(2) Upon request of the asbestos abatement contractor, the Third-Party Air Monitor will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) Remove first layer of plastic sheathing inside the Work Area. The isolation barriers and decontamination facility shall remain in place and be utilized.

b. Second Cleaning:

(1) After the first cleaning, the Work Area shall be vacated for twelve hours to allow fibers to settle.

(2) All objects and surfaces in the Work Area shall be HEPA - vacuumed and wet cleaned for a second cleaning.

(3) A thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the Work Area.

(4) When the encapsulant is dry, second layer of polyethylene sheeting on the walls and ceiling shall be removed. Do not remove seals from doors, windows, Isolation Barriers or disconnect the negative pressure equipment.

c. Third Cleaning:

(1) A minimum of four hours after the second cleaning, all the surfaces in the Work Area shall be HEPA-vacuumed and wet cleaned for a third cleaning.

(2) Upon the request of the asbestos abatement contractor, the Third-Party Air Monitor for observing whether cleaned areas are free of dust, dirt, and debris will do final visual inspection for re-occupancy. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) When the Work Area passes the Third-Party Air Monitor's visual re-occupancy inspection, air sampling shall not begin until at least one hour after the completion of the third cleaning. The Third-Party Air Monitor shall perform air monitoring using aggressive testing techniques. The Third-Party Air Monitor will approve re-occupancy if the specified fiber count in the Work Area is achieved according to the Third-Party Air Monitor.

(4) When the Work Area passes the re-occupancy test, all controls and seals established shall be removed.

d. Final Barrier Removal:

(1) The work area shall be allowed to dry completely before the visual inspection is conducted. The project monitor and asbestos handler supervisor shall confirm the absence in the work area of ACM, asbestos-containing waste or debris, and foam or other viscous liquid.

(2) Upon successful visual inspection and acceptable clearance testing results, plastic sheeting shall be removed from baseboards and wall surfaces. Isolation barriers shall remain in place.

(3) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.

e. The Third-Party Air Monitor will conduct a final visual observation. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization.

4.02 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS

A. Ensure that barriers are installed in a manner appropriate to the expected weather conditions during the project and for its duration. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.

B. Visually inspect non-Work Areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of two times for each 8-hour work shift.

PART 5 – ASBESTOS WASTE MANAGEMENT

5.01 ACM WASTE REQUIREMENTS

A. The asbestos abatement contractor and all sub-asbestos abatement contractors are specifically alerted to the illegal practice of combining asbestos-containing waste (ACW) from one project with the ACW of other projects without using the services of a permitted waste transfer station as defined by 6 NYCRR Part 360 and 364. As part of the shop drawing submittals, the Asbestos abatement contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this Contract. If a permitted transfer station is to be used, the cost shall be included in the work. The asbestos abatement contractor must submit a waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.

B. The asbestos abatement contractor shall maintain compliance with the strictest set of regulations of Title 15, Chapter 1 of RCNY, NYC LL 70/85, NYS DOL ICR 56, USEPA, Asbestos Regulation 40 CFR Section 61.152, 29 CFR 1926.1101, 29 CFR 1910.1200 (F) of OSHA's Hazard Communication Standards, and other applicable standards.

NOTE: Any penalties incurred for failure to comply with any of the above regulations will be the sole responsibility for fines imposed due to negligence of the Asbestos abatement contractor.

C. When presenting ACW for storage at the generation site, the Asbestos abatement contractor shall:

1. Wet down ACW in a manner sufficient to prevent all visible emissions of dust into the air.

2. Seal material in a leak tight container while wet.

3. Keep ACW separate from any other waste.

D. When presenting ACW for storage away from the site of generation, the Asbestos abatement contractor shall:

1. Ensure that ACW has been properly packaged as per requirements above.

2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.

3. If examination reveals damage to a container of ACW the Asbestos abatement contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Asbestos abatement contractor and occur at no extra cost to the City.

4. Keep ACW separate from any other waste.

E. When storing ACW – The Asbestos abatement contractor shall:

1. Ensure that the ACW has been sufficiently wetted down in tight containers.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

6. Keep ACW in a secured, enclosed, and locked container.

7. If the Asbestos abatement contractor has intention of sorting a quantity of ACW greater than or equal to 50 cubic yards, the Asbestos abatement contractor shall:

a. Submit a written request and receive written approval from the City.

F. When presenting for transport, the Asbestos abatement contractor shall:

1. Ensure that ACW has been sufficiently wetted down.

2. Examine the integrity of the container's airtight seal.

3. Re-wet and repackage any damaged containers.

4. Keep ACW separate from all other waste.

5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.

6. Frequency of Waste Removal:

a. Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site without written approval from the City. The Waste Hauler and landfill shall be as indicated on the notifications to regulatory agencies.

G. Waste Load-out Through Equipment Decontamination Enclosure (Full Decontamination Facility): Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick polyethylene sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA-vacuuming in a designated part of the Work Area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil polyethylene sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.

1. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.

2. Workers who have entered the equipment decontamination enclosure system from the uncontaminated non-Work Area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the Work Area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the equipment decontamination enclosure system.

3. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.

4. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, including those turned "inside-out", shall be handled and disposed of as ACM waste.

H. All asbestos materials, wastes, shower water, polyethylene, disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York Department of Environmental Conservation and New York City Department of Sanitation.

I. All asbestos materials shall be prepared for transportation in accordance with this specification and all applicable Federal, State, County and City Regulations. asbestos abatement contractor shall submit the following documentation:

1. Where applicable, an EPA Generator's identification number which has been obtained from the EPA for all asbestos waste generated from the project.

2. Applicable State Waste Hauler license and registration numbers.

3. Federal Hazardous Materials Waste Hauler number.

4. Designated landfill EPA Permit numbers.

J. Prior to loading asbestos waste the enclosed cargo areas (dumpster) shall be prepared as follows:

1. Clean via HEPA-vacuum and wet wipe techniques the enclosed cargo areas of all visible debris prior to preparing with polyethylene.

2. Line the cargo area with two layers of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and extend up the walls a minimum of 24-inches. Wall sheeting shall be overlapped and taped securely into place.

K. Asbestos-containing waste shall be placed on level surfaces in the cargo area of the dumpster and shall be packed tightly to prevent any shifting or tipping of the waste during transportation.

L. Asbestos-containing waste shall not be thrown into or dropped from the dumpster. All material shall be handled carefully to prevent rupture of the containers.

M. All personnel engaged in handling and loading of asbestos contaminated waste outside of the Work Area shall wear protective clothing. The disposable clothing shall include head, body and foot protection and color of clothing shall be different from abatement personnel in the Work Area. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters.

N. Asbestos abatement contractor shall immediately clean debris or residue observed on containers or surfaces outside of the Work Area. Cleaning shall be via HEPA equipped wet/dry vacuums only.

O. All asbestos-containing waste shall be transported from the abatement site to the landfill by a registered Waste Hauler. When transporting ACW:

1. Ensure that the ACW has been sufficiently wetted down in a leak tight container.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

P. Keep ACW in a secured, enclosed, and locked container.

Q. Waste transport documents shall conform to the requirements of the U.S. Department of Transportation, Hazardous Materials Transportation Regulation, 49 CFR Part 173 and EPA 40 CFR 61.150 (d)(1)(2). Shipping documents shall be clearly marked with the required designation "RQ Asbestos". Asbestos abatement contractor shall provide a copy of this document to the City.

R. A uniform hazardous waste manifest shall be prepared by the asbestos abatement contractor and signed by the asbestos abatement contractor each time the asbestos abatement contractor ships a dumpster load of Asbestos-Containing Waste Material. The uniform hazardous waste manifest shall include the site of waste generation, the names and addresses of the Transporter, the asbestos abatement contractor, and the landfill operator with information on the type and number of asbestos-waste containers, time and date. Asbestos abatement contractor shall provide the Construction Project Manager, Third-Party Air Monitor or authorized designated representative with signed copies of the waste manifest before each departure.

S. Asbestos abatement contractor or his registered hazardous Waste Hauler shall transport asbestos-containing waste material from the abatement site directly to the specified disposal site. Asbestos abatement contractor or their Waste Hauler shall not accept material from any other site when transporting asbestos-containing

waste material from the abatement site. The authorized DDC representative or Construction Project Manager reserves the right to travel with asbestos abatement contractor's Waste Hauler to the waste disposal site. No intermediate storage of waste material (i.e., asbestos abatement contractor's warehouse) shall be permitted.

T. Final or progress application for payments will not be processed unless all hazardous waste manifests generated to date have been received and reviewed by the Construction Project Manager.

U. All asbestos materials, wastes, shower water, polyethylene disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York State Department of Environmental Conservation and the New York Department of Sanitation.

V. Asbestos abatement contractor shall transport all sealed drums to a landfill disposal site approved by the Department of Environmental Conservation and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Asbestos abatement contractor or sub Asbestos abatement contractor shall:

1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.

2. Comply with all applicable orders issued pursuant to asbestos disposal.

3. Ensure that ACW has been sufficiently wetted down.

4. Re-wet and repackage any damaged containers.

5. Keep ACW separate from all other wastes.

W. Asbestos abatement contractor shall notify the waste disposal site, at least 24 hours prior to transportation of asbestos contaminated waste to be delivered. Asbestos abatement contractor shall determine if a larger notification period is required.

X. At the site asbestos abatement contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.

Y. Asbestos abatement contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.

Z. Asbestos abatement contractor or Waste Hauler shall not remove asbestos-

containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-asbestos contaminated waste.

AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half face, dual cartridge, and air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.

BB. For the compaction operation, the asbestos abatement contractor shall ensure that disposal sites personnel have been provided with personal protective equipment by the disposal operator. If the disposal site City has not provided this protective equipment, the asbestos abatement contractor shall supply protective clothing and respiratory protection for the duration of this operation (PAPR respirators are mandatory).

CC. If containers are broken or damaged, the asbestos abatement contractor or Waste Hauler shall, using personnel who are properly trained and wearing proper protective equipment, shall repackage the waste in properly labeled containers. Asbestos abatement contractor shall then clean the entire truck and its contents using HEPA-vacuums and wet cleaning techniques until no visible residue is observed.

DD. Following the removal of all containerized waste, the asbestos abatement contractor shall decontaminate the truck cargo area using HEPA-vacuums and/or wet cleaning techniques until no residue is observed. All 6-mil polyethylene sheeting shall be removed and discarded as asbestos-containing waste material along with contaminated cleaning material and protective clothing, in containers at the disposal site.

EE. The transporter(s) of all asbestos waste shall not back-haul any items on his return from landfill/disposal site.

FF. All asbestos waste shall be disposed of in an approved Asbestos Landfill site only.

1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.

2. A manifest form will be signed by the Landfill documenting receipt and acceptance of the asbestos-containing waste. This manifest will be furnished to the City of New York within thirty calendar days from the project completion date.

3. It is the responsibility of the Asbestos abatement contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos abatement contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.

4. The asbestos abatement contractor shall obtain an agreement from the transporter (s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.

5. The asbestos abatement contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

PART 6 – ACCEPTANCE

6.01 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, a certificate will be issued by the Construction Project Manager with copies to all parties.

A. A letter of Compliance stating that all the work on the project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations.

B. All warranties as stated in the Specifications.

END OF SECTION 028213

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for suspended slabs and equipment slabs on grade.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans and ground granulated blast-furnace slag; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure. Location of construction joints is subject to approval of the Commissioner.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer including welding certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Steel reinforcement and accessories.
4. Bonding agents.
5. Adhesives.
6. Semirigid joint filler.
7. Joint-filler strips.
8. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

1.6 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. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. 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.

D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete."
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I.

B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 3 years of satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement
3. Class: Moderate weathering region, but not less than 3M.

C. Lightweight Aggregate: ASTM C 330.

1. Maximum Coarse-Aggregate Size: 3/8 inch (10 mm) nominal.

D. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete (not more than 0.1 percent water-soluble chloride ions by mass

of cementitious material). Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
3. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.7 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested according to ASTM C 109/C 109M.

2.8 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing or high-range water-reducing (superplasticizer) admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

D. Maximum Water-Cementitious Materials Ratio: 0.50 for concrete required to have low water permeability.

E. Maximum Water-Cementitious Ratio: 0.45 for concrete exposed to deicers or subject to freezing and thawing while moist.

F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:

1. Air Content: 6 percent for 3/4 inch (19mm) nominal maximum aggregate size.

G. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.

2.9 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Suspended Slabs: Proportion lightweight structural concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
2. Calculated Equilibrium Unit Weight: 115 lb/cu. ft. (1842 kg/cu. m), plus or minus 3 lb/cu. ft. (48.1 kg/cu. m) as determined by ASTM C 567.
3. Slump Limit: 4 inches (100 mm).

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
2. Minimum Cementitious Materials Content: 470 lb/cu. yd. (279 kg/cu. m).
3. Slump Limit: 4 inches (100 mm).

C. Form TR-3 - Technical Report Concrete Design Mix:

1. The Contractor shall be responsible for and bear all costs associated with the filing and securing of approvals, if any, for form TR-3 - Technical Report Concrete Design Mix, including but not limited to engaging the services of a New York 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.

2.10 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.2 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by the Commissioner.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
3. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.3 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by the Commissioner.

C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
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. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

F. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.4 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces to be covered with resilient flooring or carpet.
2. Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M), for a randomly trafficked floor surface:

    a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.

C. Broom Finish: Apply a broom finish to exterior concrete equipment slabs and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with the Commissioner before application.

3.5 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 4 inches (100 mm high unless otherwise indicated; and extend base not less than 6 inches (150 mm) in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
3. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
4. 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 concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

C. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

3.6 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

3.7 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions. Defer joint filling until concrete has aged at least six month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by the Commissioner. Remove and replace concrete that cannot be repaired and patched to the Commissioner's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to

manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

D. Perform structural repairs of concrete, subject to the Commissioner's approval, using epoxy adhesive and patching mortar. Repair materials and installation not specified above may be used, subject to the Commissioner's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: The City of New York will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.
7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
10. Test results shall be reported in writing to the Commissioner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by the Commissioner but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by the Commissioner. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by the Commissioner.
13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

B. Related Requirements:

1. Section 053100 "Steel Decking" for field installation of shear connectors through deck.
2. Section 055000 "Metal Fabrications" for steel lintels and shelf angles not attached to structural-steel frame, miscellaneous steel fabrications and other steel items not defined as structural steel.

1.3 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment Drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and fabricator.

B. Welding certificates.

C. Mill test reports for structural steel, including chemical and physical properties.

D. Product Test Reports: For the following:

1. Structural steel including chemical and physical properties.
2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
3. Direct-tension indicators.
4. Tension-control, high-strength, bolt-nut-washer assemblies.
5. Shear stud connectors.
6. Shop primers.
7. Nonshrink grout.

E. Survey of existing conditions.

1.7 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.

B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category ACSE.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Comply with applicable provisions of the following specifications and documents:

1. AISC's "Code of Standard practice for Steel building and Bridges."
2. AISC's "Seismic provisions for Structural Steel Buildings" and "Supplement No. 2."

3. AISC's "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design."
4. AISC's "Specification for the Design of Steel Hollow Structural Sections."
5. AISC's 'Specification for Allowable Stress Design of Single-Angle Members."
6. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided the City of New York's testing and inspecting agency observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry or rusty before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

A. W-Shapes: ASTM A 572/A 572M, Grade 50 (345).

B. Channels and Angles: ASTM A 572/A 572M, Grade 50 (345).

C. Plate and Bar: ASTM A 36/A 36M.

D. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade B, structural tubing.

E. Steel Pipe: ASTM A 53/A 53M, Grade B.

F. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, (ASTM A 563M, Class 8S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers; all with plain finish.

1. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with plain finish.

B. High-Strength Bolts, Nuts, and Washers: ASTM A 490 (ASTM A 490M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH, (ASTM A 563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers with plain finish.

1. Direct-Tension Indicators: ASTM F 959, Type 490 (ASTM F 959M, Type 10.9), compressible-washer type with plain finish.

C. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.

2.3 PRIMER

A. Primer: SSPC-Paint 25 BCS, Type I, iron oxide, zinc oxide, alkyd, linseed oil primer.

2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.

C. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

2.6 SHOP CONNECTIONS

A. High-Strength Bolts: Shop 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.

1. Joint Type: Slip critical.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

A. Shop prime steel surfaces except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
2. Surfaces to be field welded.
3. Surfaces of high-strength bolted, slip-critical connections.
4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
5. Surfaces enclosed in interior construction.

B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:

1. SSPC-SP 2, "Hand Tool Cleaning."
2. SSPC-SP 3, "Power Tool Cleaning."

C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.8 SOURCE QUALITY CONTROL

A. Testing Agency: The City of New York will engage a qualified testing agency to perform shop tests and inspections.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

C. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

1. Liquid Penetrant Inspection: ASTM E 165.
2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
3. Ultrasonic Inspection: ASTM E 164.
4. Radiographic Inspection: ASTM E 94.

E. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:

1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 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.

1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

B. Baseplates, Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of baseplate.
3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.

E. Splice members only where indicated.

F. Do not use thermal cutting during erection unless approved by Owner.

G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

H. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

A. 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.

1. Joint Type: Slip critical.

B. Weld Connections: Comply with AWS D1.1/D1.1M 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. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: The City of New York will engage a qualified testing agency to perform tests and inspections.

B. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.

1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

    a. Liquid Penetrant Inspection: ASTM E 165.
    b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    c. Ultrasonic Inspection: ASTM E 164.
    d. Radiographic Inspection: ASTM E 94.

D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

A. 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 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION 051200

SECTION 053100 - STEEL DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Composite floor deck.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for lightweight structural concrete fill over steel deck.
2. Section 051200 "Structural Steel Framing" for shop- and field-welded shear connectors.
3. Section 055000 "Metal Fabrications" for framing deck openings with miscellaneous steel shapes.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Product Certificates.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:

1. Power-actuated mechanical fasteners.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed steel deck 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.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

2.2 COMPOSITE FLOOR DECK

A. Composite Floor Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 31, with the minimum section properties indicated, and with the following:
   1. Galvanized-Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33 (230), G60 (Z180) zinc coating.
   2. Profile Depth: 3 inches (76 mm).
   3. Design Uncoated-Steel Thickness: 0.0474 inch (1.205 mm) (18 gauge).

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.

D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.

E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

F. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), of same material and finish as deck, and of thickness and profile recommended by SDI Publication No. 31 for overhang and slab depth.

G. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.

H. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch (1.52 mm) thick, with factory-punched hole of 3/8-inch (9.5-mm) minimum diameter.

I. Galvanizing Repair Paint: ASTM A 780.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.

B. Install temporary shoring before placing deck panels if required to meet deflection limitations.

C. Locate deck bundles to prevent overloading of supporting members.

D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 FLOOR-DECK INSTALLATION

A. Fasten floor-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated and as follows:

1. Weld Diameter: 5/8 inch (16 mm), nominal.
2. Weld Spacing: Weld edge ribs of panels at each support. Space additional welds an average of 12 inches (305 mm) apart, but not more than 18 inches (457 mm) apart.
3. Weld Spacing: Space and locate welds as indicated.
4. Weld Washers: Install weld washers at each weld location.

B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of half of the span or 36 inches (914 mm), and as follows:

1. Mechanically fasten with self-drilling, No. 10 (4.8-mm-) diameter or larger, carbon-steel screws.

C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm), with end joints as follows:

1. End Joints: Lapped.

D. Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations unless otherwise indicated.

E. Floor-Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: The City of New York will engage a qualified testing agency to perform tests and inspections.

B. Field welds will be subject to inspection.

C. Testing agency will report inspection results promptly and in writing to Contractor and the Commissioner.

D. Remove and replace work that does not comply with specified requirements.

E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 053100

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Steel framing and supports for projecting window boxes.
2. Steel framing and supports for mechanical and electrical equipment and all other devices and equipment hung from or above ceiling..
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Shelf angles.
5. Loose bearing and leveling plates for applications where they are not specified in other Sections.

B. Related Sections:
1. Section 051200 STRUCTURAL STEEL FRAMING for structural steel framing components.
2. Section 055100 METAL STAIRS for metal-framed stairs with metal pan treads.

1.3 ACTION SUBMITTALS

A. Shop Drawings: Show fabrication and installation details for metal fabrications.

1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.7 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. 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.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Stainless-Steel Sheet, Strip, and Plate: ASTM A 240/A 240M or ASTM A 666, Type 316L.

C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 316L.

D. Steel Tubing: ASTM A 500, cold-formed steel tubing.

E. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40) unless otherwise indicated.

F. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

2.3 FASTENERS

A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

B. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.

C. Eyebolts: ASTM A 489.

D. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).

E. Lag Screws: ASME B18.2.1 (ASME B18.2.3.8M).

F. Wood Screws: Flat head, ASME B18.6.1.

G. Plain Washers: Round, ASME B18.22.1 (ASME B18.22M).

H. Lock Washers: Helical, spring type, ASME B18.21.1 (ASME B18.21.2M).

I. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

1. Material: Alloy Group 1 or 2 (A4) stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

J. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as needed.

2.4 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Shop Primers: Provide primers that comply with Section 099123 PAINTING.

C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

F. Nonshrink, Metallic Grout: Factory-packaged, ferrous-aggregate grout complying with ASTM C 1107, specifically recommended by manufacturer for heavy-duty loading applications. Do not use in wet areas or on exterior.

G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.7 SHELF ANGLES

A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to backup masonry and concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.

1. Provide mitered and welded units at corners.
2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches (50 mm) larger than expansion or control joint.

2.8 FRAMING AT MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

2.9 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.10 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches (200 mm) unless otherwise indicated.

2.11 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.12 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

C. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.13 STEEL AND IRON FINISHES

A. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

1. Shop prime with primers specified in Section 099123 PAINTING unless otherwise indicated.

B. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:

1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Other Items: SSPC-SP 3, "Power Tool Cleaning."

C. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

C. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.

1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.

D. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installing Bearing and Leveling Plates" Article.

1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.3 INSTALLING BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use nonshrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations unless otherwise indicated.
2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099123 PAINTING.

END OF SECTION 055000

SECTION 055100 - METAL STAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Steel framing at interior stairs. Framing includes channel or tube stringers, steel pan treads/risers and all required clips, angles, closure plates and miscellaneous components to construct a code compliant stair (stair adjacent to Reception, per the drawings).

B. Related Sections:

1. Section 033000 CAST-IN-PLACE CONCRETE for concrete fill for stair treads and platforms.
2. Section 057300 DECORATIVE METAL RAILINGS for wall and millwork mounted railings (stair adjacent to Reception).

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.

1. Uniform Load: 100 lbf/sq. ft. (4.79 kN/sq. m).
2. Concentrated Load: 300 lbf (1.33 kN) applied on an area of 4 sq. in. (2580 sq. mm).
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
5. Limit deflection of treads, platforms, and framing members to L/360 or 1/4 inch (6.4 mm), whichever is less.

B. Seismic Performance: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor is 1.5.

1.4 ACTION SUBMITTALS

A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For licensed professional engineer.

B. Welding certificates.

C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for stairs and railings.

1. Test railings according ASTM E 894 and ASTM E 935.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Fabricator of products.

B. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," for class of stair designated, unless more stringent requirements are indicated.

1. Ornamental Stairs (Stair A): Architectural class.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."

1.7 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for metal stairs. 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.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Steel Tubing: ASTM A 500 (cold formed).

C. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

D. Uncoated, Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, either commercial steel, Type B, or structural steel, Grade 25 (Grade 170), unless another grade is required by design loads; exposed.

E. Uncoated, Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, either commercial steel, Type B, or structural steel, Grade 30 (Grade 205), unless another grade is required by design loads.

2.3 FASTENERS

A. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

B. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

C. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).

D. Lag Screws: ASME B18.2.1 (ASME B18.2.3.8M).

E. Plain Washers: Round, ASME B18.22.1 (ASME B18.22M).

F. Lock Washers: Helical, spring type, ASME B18.21.1 (ASME B18.21.2M).

G. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.

2.4 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

C. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

F. Concrete Materials and Properties: Comply with requirements in Section 033000 CAST IN PLACE CONCRETE for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 4000 psi unless otherwise indicated.

G. Welded Wire Fabric: ASTM A 185/A 185M, 6 by 6 inches (152 by 152 mm), W1.4 by W1.4, unless otherwise indicated.

2.5 FABRICATION, GENERAL

A. Provide complete stair assemblies, including metal framing, hangers, struts, railings, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.

1. Join components by welding unless otherwise indicated.
2. Use connections that maintain structural value of joined pieces.

B. Preassembled Stairs: Assemble stairs in shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

E. Form exposed work with accurate angles and surfaces and straight edges.

F. Weld connections 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. Weld exposed corners and seams continuously unless otherwise indicated.
5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.

G. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts unless otherwise indicated. Locate joints where least conspicuous.

2.6 STEEL-FRAMED STAIRS

A. Stair Framing:

1. Fabricate stringers of steel plates or channels.
2. Construct platforms of steel plate, channels or tube headers and miscellaneous framing members as needed to comply with performance requirements.
3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers. If using bolts, fabricate and join so bolts are not exposed on finished surfaces.
4. Where stairs are enclosed by gypsum board assemblies, provide hanger rods or struts to support landings from floor construction above or below. Locate hanger rods and struts where they will not encroach on required stair width and will be within the fire-resistance-rated stair enclosure.
5. Where masonry walls support metal stairs, provide temporary supporting struts designed for erecting steel stair components before installing masonry.

B. Metal-Pan Stairs: Form risers, subtread pans, and subplatforms to configurations shown from steel sheet of thickness needed to comply with performance requirements but not less than 0.067 inch (1.7 mm).

1. Steel Sheet: Uncoated cold or hot-rolled steel sheet unless otherwise indicated.
2. Directly weld metal pans to stringers; locate welds on top of subtreads where they will be concealed by concrete fill. Do not weld risers to stringers.
3. Attach risers and subtreads to stringers with brackets made of steel angles or bars. Weld brackets to stringers and attach metal pans to brackets by welding, riveting, or bolting.
4. At Contractor's option, provide stair assemblies with metal-pan subtreads filled with reinforced concrete during fabrication.
5. Provide subplatforms of configuration indicated or, if not indicated, the same as subtreads. Weld subplatforms to platform framing.

    a. Smooth Soffit Construction: Construct subplatforms with flat metal under surfaces to produce smooth soffits.

2.7 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal stairs after assembly.

C. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning".

D. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.

C. Install metal stairs by welding stair framing to steel structure or to weld plates cast into concrete unless otherwise indicated.

D. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

F. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.

G. Place and finish concrete fill for treads and platforms to comply with Section 033000 CAST-IN-PLACE CONCRETE.

3.2 ADJUSTING AND CLEANING

A. Touchup 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 to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

END OF SECTION 055100

SECTION 057300 - DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Glass supported railings, including glazing.
2. Wall mounted and millwork mounted railings.

B. Related Sections:

1. Section 055100 METAL STAIRS for steel framing of stairs.

1.3 DEFINITIONS

A. Railings: Guards, handrails, and similar devices used for protection of occupants at stairs, open-sided floor areas, pedestrian guidance and support, visual separation, or wall protection.

1.4 PERFORMANCE REQUIREMENTS

A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:

1. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
2. Steel: 72 percent of minimum yield strength.
3. Glass: 25 percent of mean modulus of rupture (50 percent probability of breakage), as listed in "Mechanical Properties" in AAMA's Aluminum Curtain Wall Series No. 12, "Structural Properties of Glass."

B. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
b. Infill load and other loads need not be assumed to act concurrently.

3. Glass-Supported Railings: Support each section of top rail by a minimum of three glass panels or by other means so top rail will remain in place if any one panel fails.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

D. Seismic Performance: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor is 1.5.

1.5 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of railings assembled from standard components.
2. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. For illuminated railings, include wiring diagrams and roughing-in details.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required.

1. Handrails.
2. Each type of glass required.
3. Fittings and brackets.
4. Welded connections.
5. Assembled Samples of railing systems, made from full-size components, including bottom channel/shoe moulding, handrail, and glass infill. Show method of finishing members at intersections. Samples need not be full height.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For licensed professional engineer.

B. Welding certificates.

1.7 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.

1. Do not modify intended aesthetic effects, as judged solely by the Commissioner, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to the Commissioner for review.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

D. Safety Glazing Labeling: Permanently mark glass with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Build mockups for each form and finish of railing and anchorage system components that are full height and are not less than 24 inches (600 mm) in length.

1.8 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 COORDINATION AND SCHEDULING

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. 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.

C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not suit structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Glass-Supported Railing Systems and Handrails:

a. Architectural Metal Works.
b. Blum, Julius & Co., Inc.
c. Blumcraft of Pittsburgh.
d. Livers Bronze Co.
e. Tri Tech, Inc.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
1. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.

2.3 ALUMINUM

A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.

B. Extruded Bars and Shapes, Including Extruded Tubing: ASTM B 221 (ASTM B 221M), Alloy 6063-T5/T52.

C. Aluminum Shoe Moulding, for use with ¾-inch glass.

D. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Julius Blum & Co., Inc.
2. J. G. Braun Co.
3. C. R. Laurence Co., Inc.

2.4 STEEL AND IRON

A. Tubing: ASTM A 500 (cold formed) or ASTM A 513].

B. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.

C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.5 GLASS AND GLAZING MATERIALS

A. Tempered Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated), Type 1 (transparent flat glass), Quality-Q3. Provide products that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to 16 CFR 1201 for Category II materials.

1. Glass Color: Clear.
2. Thickness for Structural Glass Balusters: As required by structural loads, but not less than ¾-inch (19.0 mm).

B. Glazing Cement and Accessories for Structural Glazing: Glazing cement, setting blocks, shims, and related accessories as recommended or supplied by railing manufacturer for installing structural glazing in metal subrails.

1. Glazing Cement: Nonshrinking organic cement designed for curing by passing an electric current through metal subrail holding glass panel, as standard with manufacturer.

C. Glazing Gaskets for Glass Infill Panels: Glazing gaskets and related accessories recommended or supplied by railing manufacturer for installing glass infill panels in post-supported railings.

2.6 FASTENERS

A. Fastener Materials: Unless otherwise indicated, provide the following:

1. Aluminum Components: Type 304 stainless-steel fasteners.
2. Uncoated Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed; Type 304 stainless-steel fasteners where exposed.
3. Dissimilar Metals: Type 304 stainless-steel fasteners.

B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work. Exposed fasteners are unacceptable.

D. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

E. Post-Installed Anchors: Torque-controlled expansion anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.

2.7 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

C. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

D. Epoxy Intermediate Coat: Complying with MPI#77 and compatible with primer and topcoat.

E. Polyurethane Topcoat: Complying with MPI#72 and compatible with undercoat.

F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

H. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

2.8 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with welded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

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 flux immediately.
4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.

I. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.

J. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

K. Close exposed ends of hollow railing members with prefabricated end fittings.

L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.

M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

N. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

O. For railing posts set in concrete, provide stainless-steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.

P. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.9 GLAZING PANEL FABRICATION

A. General: Fabricate to sizes and shapes required; provide for proper edge clearance and bite on glazing panels.

1. Clean-cut or flat-grind edges at butt-glazed sealant joints to produce square edges with slight chamfers at junctions of edges and faces

2. Grind smooth exposed edges, including those at open joints, to produce square edges with slight chamfers at junctions of edges and faces.

B. Structural Glass Balusters: Factory-bond glass to aluminum base in railing manufacturer's plant using glazing cement to comply with manufacturer's written specifications, unless field glazing is standard with manufacturer.

C. Structural Balusters: Provide tempered glass panels.

D. Infill Panels: Provide tempered glass panels.

2.10 HANDRAIL FABRICATION

A. Steel Tube Railings: Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of tube, spacings, and anchorage, but not less than that needed to withstand indicated loads. See drawings for details.

B. Welded Connections: Fabricate railings with welded connections. Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.

C. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

D. Close exposed ends of railing members with prefabricated end fittings.

E. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns at all locations/conditions.

F. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to other work. Furnish inserts and other anchorage devices for connecting to concrete or masonry work.

G. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports. Size fillers to suit wall finish thicknesses and to produce adequate bearing area to prevent bracket rotation and overstressing of substrate.

2.11 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

2.12 STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Powder-Coat Finish: Prepare, treat, and coat non-galvanized ferrous metal to comply with resin manufacturer's written instructions and as follows:

1. Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Treat prepared metal with iron-phosphate pretreatment, rinse, and seal surfaces.
3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils (0.04 mm).
4. Color: As selected by the Commissioner from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of 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. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).

C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 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 required by code but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.3 ATTACHING RAILINGS

A. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends.

B. Attach handrails to walls with wall brackets. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

C. Secure wall brackets and railing end flanges 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 partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs. Coordinate with stud installation to locate backing members.

3.4 INSTALLING GLASS PANELS

A. Glass-Supported Railings: Install assembly to comply with railing manufacturer's written instructions.

1. Attach base channel to building structure, then insert glass into base channel and bond with glazing cement unless glass was bonded to base and top rail channels in factory.

a. Support glass panels in base channel at quarter points with channel-shaped setting blocks that also act as shims to maintain uniform space for glazing cement. Fill remaining space in base channel with glazing cement for uniform support of glass.

2. Adjust spacing of glass panels so gaps between panels are equal before securing in position.
3. Erect glass railings under direct supervision of manufacturer's authorized technical personnel.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: The City of New York will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports. Payment for these services will be made by the City of New York.

B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Railings will be tested according to ASTM E 894 and ASTM E 935 for compliance with performance requirements.

C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to the Commissioner and will comply with specified requirements.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 CLEANING

A. Clean aluminum and stainless steel by washing thoroughly with clean water and soap, rinsing with clean water, and wiping dry.

B. Clean and polish glass as recommended in writing by manufacturer. Wash both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion.

3.7 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at 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 057300

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Wood blocking, furring, grounds and nailers.
2. Utility shelving.
3. Plywood backing panels.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NHLA: National Hardwood Lumber Association.
3. NLGA: National Lumber Grades Authority.
4. SPIB: The Southern Pine Inspection Bureau.
5. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include

physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.
6. Metal framing anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
3. Interior Type: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

C. Kiln-dry lumber after treatment to a maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

E. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.
4. Grounds.
5. Utility shelving.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber from any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. For utility shelving, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium grade; NeLMA, NLGA, WCLIB, or WWPA.
2. Mixed southern pine, No. 1 grade; SPIB.

D. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.

E. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

F. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

G. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch (13-mm) nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Power-Driven Fasteners: NES NER-272.

C. Wood Screws: ASME B18.6.1.

D. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.

E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

G. 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 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

2.7 METAL FRAMING ANCHORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cleveland Steel Specialty Co.
2. KC Metals Products, Inc.
3. Phoenix Metal Products, Inc.
4. Simpson Strong-Tie Co., Inc.
5. USP Structural Connectors.

B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

C. Hot-Dip Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.

1. Use for wood-preservative-treated lumber and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Do not splice structural members between supports unless otherwise indicated.

F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities.

H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3.2 WOOD GROUND, SLEEPER, BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 WOOD FURRING INSTALLATION

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal-size (19-by-63-mm actual-size) furring horizontally at 24 inches (610 mm) o.c.

C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal-size (19-by-38-mm actual-size) furring vertically at 16 inches (406 mm) o.c.

END OF SECTION 061053

SECTION 064023 – INTERIOR ARCHITECTURAL MILLWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Architectural millwork consisting of but not limited to cabinetry, wall cladding, paneling and running trim
2. Shop finishing of architectural millwork.

B. Related Requirements:

1. Section 061053 MISCELLANEOUS ROUGH CARPENTRY for wood furring, blocking, shims, and hanging strips required for installing millwork and concealed within other construction before millwork installation.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, including panel products, fire-retardant-treated materials, cabinet hardware and accessories and finishing materials and processes.

1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
2. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural wood millwork.

C. Samples for Initial Selection:

1. Shop-applied transparent finishes.

2. Wood veneers.
3. Plastic laminates.

D. Samples for Verification:

1. Lumber for transparent finish, not less than 5 inches (125 mm) wide by 12 inches (300 mm) long, for each species and cut, finished on one side and one edge.
2. Veneer leaves representative of and selected from flitches to be used for transparent-finished cabinets.
3. Plastic laminates, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with one sample applied to core material.
4. Corner pieces as follows:

   a. Cabinet-front frame joints between stiles and rails, as well as exposed end pieces, 18 inches (450 mm) high by 18 inches (450 mm) wide by 6 inches (150 mm) deep.
   b. Miter joints for standing trim.

5. Exposed cabinet hardware and accessories, one unit for each type and finish.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Certificates: For each type of product.

C. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

D. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of typical architectural wood cabinets as shown on Drawings.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver millwork until painting and similar operations that could damage woodwork have been completed in installation areas. If millwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.7 FIELD CONDITIONS

A. Field Measurements: Where millwork are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support millwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

B. Established Dimensions: Where millwork is indicated to fit to other construction, establish dimensions for areas where millwork are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that wood-veneer-faced architectural millwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

1. Provide labels and certificates from AWI certification program indicating that woodwork, including installation, complies with requirements of grades specified.
2. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.

B. Grade: Premium.

C. Type of Construction: Frameless.

D. Cabinet and Door and Drawer Front Interface Style: Flush overlay.

E. Reveal Dimension: 1/4 inch (6.5 mm).

F. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by millwork quality standard. Phenolic backed.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Abet Laminati, Inc.

b. Arpa USA, Arpa Industriale, S.p.A.
c. Chemetal
d. Formica Corporation.
e. Pionite, Panolam Industries International, Inc.
f. Wilsonart International Holdings, Inc.

G. Laminate Cladding for Exposed Surfaces (Drawer fronts, doors, and fixed panels):

1. Horizontal Surfaces: Grade HGS.
2. Postformed Surfaces: Grade HGP.
3. Vertical Surfaces: Grade HGS.
4. Edges: Grade HGS.
5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
6. Color/Pattern:

a. #383, Sei Due Finish: Abet Laminati
b. #4420 Rovere Allier, Erre Finish; Arpa USA
c. #WX120 Precious Pear, Suede Finish; Pionite

H. Laminate Cladding for Semi-exposed Surfaces (Cabinet Interiors and Shelves):

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.

a. Edges of Plastic-Laminate Shelves: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.

2. Color/Pattern:

a. #856 Blu Acciaio, Sei Finish, Abet Laminati
b. #0215 Blu Acciaio, Erre Finish, Arpa USA
c. #SP409 Iris, Suede Finish, Pionite

3. Drawer Sides and Backs: Solid-hardwood lumber.
4. Drawer Bottoms: Hardwood plywood.

I. Laminate Cladding for Recessed Cabinetry Base (Metal Laminate):

1. Color/Pattern:

a. #812 Satin Smoked Chrome, Chemetal
b. #M2125 Natural Matte Aluminum, Formica
c. #6251 Polished Natural Aluminum, Wilsonart

J. Dust Panels: 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers unless located directly under tops.

K. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued dovetail joints supplemented by mechanical fasteners.

2.2 WOOD RUNNING TRIM FOR TRANSPARENT FINISH

A. Hardwood Lumber Trim:

1. Species: White oak.
2. Cut: Quarter cut/quarter sawn.
3. Maximum Moisture Content: 10 percent.
4. Finger Jointing: Not allowed.
5. Gluing for Width: Use for lumber trim wider than 6 inches (150 mm).
6. Veneered Material: Not allowed.
7. Face Surface: Surfaced (smooth)
8. Matching: Selected for compatible grain and color.

2.3 WOOD PANELING FOR TRANSPARENT FINISH

A. Hardwood Veneer Plywood Paneling: Hardwood plywood panels complying with HPVA HP-1, made without urea-formaldehyde adhesive.

1. Species: White oak.
2. Cut: Quarter cut/quarter sawn.
3. Grain Direction: Vertically for fixed panels.
4. Matching of Veneer Leaves: Book match.
5. Veneer Matching within Panel Face: Running match.
6. Veneer Matching within Room: Provide cabinet veneers in each room or other space from a single flitch with doors, drawer fronts, and other surfaces matched in a sequenced set with continuous match where veneers are interrupted perpendicular to the grain.
7. Comply with veneer and other matching requirements indicated for blueprint-matched paneling.
8. Backing Veneer Species: Any hardwood compatible with face species.
9. Construction: Veneer core.
10. Thickness7/16 inch (11 mm).
11. Glue Bond: Type II (interior).

2.4 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (75 mm) wide.
2. Wood Moisture Content: 5 to 10 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Composite Wood and Agrifiber Products: Products shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
2. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.
3. Particleboard: ANSI A208.1Grade M-2, made with binder containing no urea formaldehyde.
4. Softwood Plywood: DOC PS 1, medium-density overlay.
5. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.5 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

1. Use treated materials that comply with requirements of referenced woodworking standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
2. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking shop certified by testing and inspecting agency.
3. Mill lumber before treatment and implement special procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.

2.6 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 DOOR HARDWARE.

B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening[, self-closing.

C. Cabinet Door/Drawer Pulls: Recessed set flush with door/drawer fascia. Solid metal 4 inches (127 mm) long, 2-1/2 inches (63.5 mm) high.

D. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

E. Drawer Slides: BHMA A156.9.

1. Grade 1HD-200; side mounted full-extension type; zinc-plated steel with ball-bearing slides.

F. Door Locks: BHMA A156.11, E07121.

G. Drawer Locks: BHMA A156.11, E07041.

H. Door and Drawer Silencers: BHMA A156.16, L03011.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.
2. Satin Stainless Steel: BHMA 630.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.7 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

D. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.

2.8 FABRICATION

A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

B. Fabricate millwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Corners of Millwork: 1/16 inch (1.5 mm) unless otherwise indicated.

C. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

D. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

2.9 SHOP FINISHING

A. General: Finish architectural wood millwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.

B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural wood millwork, as applicable to each unit of work.

1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of millwork.

C. Transparent Finish:

1. Grade: Premium.
2. Finish: System - 11, catalyzed polyurethane (AWI TR-6).
3. Color: Match Architect's sample.
4. Sheen: Semigloss, 46-60 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition millwork to average prevailing humidity conditions in installation areas.

B. Before installing millwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

A. Grade: Install millwork to comply with same grade as item to be installed.

B. Assemble millwork and complete fabrication at Project site to the extent that it was not completed in the shop.

C. Install millwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).

D. Scribe and cut millwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor millwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use finishing screws for exposed fastening, countersunk and filled flush with woodwork.

1. For shop finished items use filler matching finish of items being installed.

F. Millwork: Install without distortion so doors fit openings properly and are accurately aligned. Adjust hardware to center doors in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install millwork with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.

G. Touch up finishing work specified in this Section after installation of millwork. Fill nail holes with matching filler where exposed.

1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are applied in shop.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective millwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace millwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean millwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

SECTION 078100 - APPLIED FIREPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section includes sprayed fire-resistive materials (SFRM).

B. Work includes both the application of sprayed-fire-resistive material at locations where existing material is being reconstituted as required to retain rating and at locations where new construction is being treated to achieve required fire rating. At locations where existing fire rating is being reconstituted, remove loose existing material and remaining material as required to provide a suitable base for application of new material over existing. All SFRM shall be fully concealed.

C. Related Sections:

1. Section 051200 STRUCTURAL STEEL FRAMING for surface conditions required for structural steel receiving sprayed-fire-resistive materials.
2. Section 078413 PENETRATION FIRESTOPPING for fire-resistance-rated firestopping systems.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Framing plans, schedules, or both, indicating the following:

1. Extent of fireproofing for each construction and fire-resistance rating.
2. Applicable fire-resistance design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction.
3. Minimum fireproofing thicknesses needed to achieve required fire-resistance rating of each structural component and assembly.
4. Treatment of fireproofing after application.

C. Samples: For each exposed product and for each color and texture specified, in manufacturer's standard dimensions in size.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Certificates: For each type of fireproofing.

C. Evaluation Reports: For fireproofing, from ICC-ES.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm certified, licensed, or otherwise qualified by fireproofing manufacturer as experienced and with sufficient trained staff to install manufacturer's products according to specified requirements.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not apply fireproofing when ambient or substrate temperature is 44 deg F (7 deg C) or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.

B. Ventilation: Ventilate building spaces during and after application of fireproofing, providing complete air exchanges according to manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fireproofing dries thoroughly.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Assemblies: Provide fireproofing, including auxiliary materials, according to requirements of each fire-resistance design and manufacturer's written instructions.

B. Source Limitations: Obtain fireproofing from single source.

C. Fire-Resistance Design: Tested according to ASTM E 119 or UL 263 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Steel members are to be considered unrestrained unless specifically noted otherwise.

D. VOC Content: Products shall comply with VOC content limits of authorities having jurisdiction.

E. Asbestos: Provide products containing no detectable asbestos.

2.2 SPRAYED FIRE-RESISTIVE MATERIALS

A. SFRM: Manufacturer's standard, factory-mixed, lightweight, dry formulation, complying with indicated fire-resistance design, and mixed with water at Project site to form a slurry or mortar before conveyance and application.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

   a. Grace Construction products, W.R. Grace & Co.
   b. Isolatek International.
   c. Pyrok, Inc..
   d. Carboline Co.

2. Application: Designated for interior use by a qualified testing agency acceptable to authorities having jurisdiction.
3. Bond Strength: Minimum 150-lbf/sq. ft. (7.18-kPa) cohesive and adhesive strength based on field testing according to ASTM E 736.
4. Density: Not less than 15 lb/cu. ft. (240 kg/cu. m) and as specified in the approved fire-resistance design, according to ASTM E 605.
5. Thickness: As required for fire-resistance design indicated, measured according to requirements of fire-resistance design or ASTM E 605, whichever is thicker, but not less than 0.375 inch (9 mm).
6. Combustion Characteristics: ASTM E 136.
7. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

   a. Flame-Spread Index: 0.
   b. Smoke-Developed Index: 0.

8. Compressive Strength: Minimum 10 lbf/sq. in. (68.9 kPa) as determined in the laboratory per ASTM E 761. Minimum thickness of sprayed fire-resistive material tested shall be 0.75 inch (19 mm) and minimum dry density shall be as specified but not less than 15 lbs/cu.ft. (240kg./cu.m.).
9. Corrosion Resistance: No evidence of corrosion according to ASTM E 937.
10. Deflection: No cracking, spalling, or delamination according to ASTM E 759.
11. Effect of Impact on Bonding: No cracking, spalling, or delamination according to ASTM E 760.
12. Air Erosion: Maximum weight loss of 0.025 g/sq. ft. (0.270 g/sq. m) in 24 hours according to ASTM E 859.
13. Fungal Resistance: Treat products with manufacturer's standard antimicrobial formulation to result in no growth on specimens per ASTM G 21.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that are compatible with fireproofing and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.

B. Substrate Primers: Primers approved by fireproofing manufacturer and complying with one or both of the following requirements:

1. Primer and substrate are identical to those tested in required fire-resistance design by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
2. Primer's bond strength in required fire-resistance design complies with specified bond strength for fireproofing and with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction, based on a series of bond tests according to ASTM E 736.

C. Bonding Agent: Product approved by fireproofing manufacturer and complying with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work and according to each fire-resistance design. Verify compliance with the following:

1. Substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fireproofing with substrates under conditions of normal use or fire exposure.
2. Objects penetrating fireproofing, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
3. Substrates receiving fireproofing are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fireproofing application.

B. Verify that concrete work on steel deck has been completed before beginning fireproofing work.

C. Conduct tests according to fireproofing manufacturer's written recommendations to verify that substrates are free of substances capable of interfering with bond.

D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cover other work subject to damage from fallout or overspray of fireproofing materials during application.

B. Clean substrates of substances that could impair bond of fireproofing.

C. Prime substrates where included in fire-resistance design and where recommended in writing by fireproofing manufacturer unless compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

3.3 APPLICATION

A. Construct fireproofing assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, sealers, topcoats, finishing, and other materials and procedures affecting fireproofing work.

B. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fireproofing; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.

C. Coordinate application of fireproofing with other construction to minimize need to cut or remove fireproofing.

1. Do not begin applying fireproofing until clips, hangers, supports, sleeves, and other items penetrating fireproofing are in place.
2. Defer installing ducts, piping, and other items that would interfere with applying fireproofing until application of fireproofing is completed.

D. Metal Decks:

1. Do not apply fireproofing to underside of metal deck substrates until concrete topping, if any, has been completed.
2. Do not apply fireproofing to underside of metal roof deck until roofing has been completed; prohibit roof traffic during application and drying of fireproofing.

E. Install auxiliary materials as required, as detailed, and according to fire-resistance design and fireproofing manufacturer's written recommendations for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by fireproofing manufacturer.

F. Spray apply fireproofing to maximum extent possible. Following the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.

G. Extend fireproofing in full thickness over entire area of each substrate to be protected.

H. Install body of fireproofing in a single course unless otherwise recommended in writing by fireproofing manufacturer.

I. Provide a uniform finish complying with description indicated for each type of fireproofing material and matching finish approved for required mockups.

J. Cure fireproofing according to fireproofing manufacturer's written recommendations.

K. Do not install enclosing or concealing construction until after fireproofing has been applied, inspected, and tested and corrections have been made to deficient applications.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: The City of New York will engage a qualified special inspector to perform all special inspections required by the authorities having jurisdiction.

B. Perform the tests and inspections of completed Work in successive stages. Do not proceed with application of fireproofing for the next area until test results for previously completed applications of fireproofing show compliance with requirements. Tested values must equal or exceed values as specified and as indicated and required for approved fire-resistance design.

C. Fireproofing will be considered defective if it does not pass tests and inspections.

1. Remove and replace fireproofing that does not pass tests and inspections, and retest.
2. Apply additional fireproofing, per manufacturer's written instructions, where test results indicate insufficient thickness, and retest.

3.5 CLEANING, PROTECTING, AND REPAIRING

A. Cleaning: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.

B. Protect fireproofing, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fireproofing will be without damage or deterioration at time of Substantial Completion.

C. As installation of other construction proceeds, inspect fireproofing and repair damaged areas and fireproofing removed due to work of other trades.

D. Repair fireproofing damaged by other work before concealing it with other construction.

E. Repair fireproofing by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

END OF SECTION 078100

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Penetrations in fire-resistance-rated walls.
2. Penetrations in horizontal assemblies.
3. Penetrations in smoke barriers.

B. Related Sections:

1. Division 21 Sections specifying fire protection system piping penetrations.
2. Division 22 Sections specifying plumbing piping penetrations.
3. Division 23 Sections specifying duct and piping penetrations.
4. Division 26 Sections specifying conduit and cabling penetrations.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.

1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for penetration firestopping.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm experienced in installing penetration firestopping similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its penetration firestopping products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.

B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:

1. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems complying with the following requirements:

    a. Penetration firestopping products bear classification marking of qualified testing and inspecting agency.
    b. Classification markings on penetration firestopping correspond to designations listed by the following:

        1) UL in its "Fire Resistance Directory."
        2) FM Global in its "Building Materials Approval Guide."

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping when ambient or substrate temperatures are outside limits permitted by penetration firestopping manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping is installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Hilti, Inc.
2. Johns Manville.
3. 3M Fire Protection Products.
4. Tremco, Inc.; Tremco Fire Protection Systems Group.
5. USG Corporation.

2.2 PENETRATION FIRESTOPPING

A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).

1. Fire-resistance-rated walls include fire walls, fire-barrier walls, smoke-barrier walls and fire partitions.
2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).

1. Horizontal assemblies include floors and floor/ceiling assemblies].
2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
3. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.

D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.

1. L-Rating: Not exceeding 5.0 cfm/sq. ft. (0.025 cu. m/s per sq. m) of penetration opening at 0.30-inch wg (74.7 Pa) at both ambient and elevated temperatures.

E. W-Rating: Provide penetration firestopping showing no evidence of water leakage when tested according to UL 1479.

F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

G. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

1. Permanent forming/damming/backing materials, including the following:

   a. Slag-wool-fiber or rock-wool-fiber insulation.
   b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
   c. Fire-rated form board.
   d. Fillers for sealants.

2. Temporary forming materials.
3. Substrate primers.
4. Collars.
5. Steel sleeves.

2.3 FILL MATERIALS

A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.

C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.

E. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.

F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and nonsag formulation for openings in vertical and sloped surfaces, unless indicated firestopping limits use of nonsag grade for both opening conditions.

2.4 MIXING

A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent penetration firestopping from contacting adjoining surfaces that will remain exposed on completion of the Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing firestopping's seal with substrates.

3.3 INSTALLATION

A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.

C. Install fill materials for firestopping by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 FIELD QUALITY CONTROL

A. Owner will engage a qualified testing agency to perform tests and inspections.

B. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.

C. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Latex joint sealants.

B. Related Sections:

1. Section 088000 GLAZING for glazing sealants.
2. Section 092900 GYPSUM BOARD for acoustical sealant at perimeter joints.
3. Section 093000 CERAMIC TILING for sealing tile joints.
4. Section 095123 ACOUSTICAL TILE CEILINGS for sealing edge moldings at perimeters with acoustical sealant.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit not fewer than two pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by the Commissioner.
2. Conduct field tests for each application indicated below:

   a. Each kind of sealant and joint substrate indicated.

3. Notify the Commissioner seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

   a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Sealant Schedule:

1. Contractor shall be responsible for selecting and submitting a written schedule of proposed sealants, joint backing, primers and cleaners.

C. Compatibility and Adhesion Submittals:

1. Contractor shall be responsible for submitting written documentation and test results from each sealant manufacturer, that state that the Contractor proposed sealants, joint backing, primers and cleaners are compatible with the joint substrates.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

D. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

E. Field-Adhesion Test Reports: For each sealant application tested.

F. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.7 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Colors of Exposed Joint Sealants: As selected by Commissioner from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Dow Corning Corporation.
b. GE Advanced Materials - Silicones.

c. Pecora Corporation.
d. Sika Corporation, Construction Products Division.
e. Tremco Incorporated.

B. Single-Component, Nonsag, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use T.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Dow Corning Corporation.
b. May National Associates, Inc.
c. Pecora Corporation.
d. Tremco Incorporated.

C. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Dow Corning Corporation.
b. GE Advanced Materials - Silicones.
c. Pecora Corporation.

2.3 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. BASF Building Systems.
b. Bostik, Inc.
c. Pecora Corporation.
d. Tremco Incorporated.

2.4 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests. Contractor shall be responsible for verifying with sealant manufacturer the correct primer to use with each sealant at each application. Primer recommendation from the manufacturer shall be submitted to the Commissioner for review prior to installation.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates. Contractor shall be responsible for verifying with sealant manufacturer the correct cleaning process and cleaner product to use with each sealant at each application. Cleaner recommendation from the manufacturer shall be submitted to the Commissioner for review prior to installation.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

a. Concrete.
b. Masonry.
c. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

a. Metal.
b. Glass.
c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

a. Whether sealants filled joint cavities and are free of voids.
b. Whether sealant dimensions and configurations comply with specified requirements.
c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section includes hollow-metal work.

B. Related Sections:

1. Section 081416 FLUSH WOOD DOORS for wood doors to be used with hollow metal frames.
2. Section 087100 DOOR HARDWARE for use with hollow metal doors and frames.
3. Section 088000 GLAZING for vision panel glass.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.
9. Details of conduit and preparations for power, signal, and control systems.

C. Samples for Initial Selection: For units with factory-applied color finishes.

D. Samples for Verification:

1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 127 mm).
2. For "Doors" and "Frames" subparagraphs below, prepare Samples approximately 12 by 12 inches (305 by 305 mm) to demonstrate compliance with requirements for quality of materials and construction:

   a. Doors: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
   b. Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow-metal panels and glazing if applicable.

E. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.6 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch (102-mm) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Ceco Door Products; an Assa Abloy Group company.
2. Commercial Door & Hardware Inc.
3. Concept Frames, Inc.
4. Curries Company; an Assa Abloy Group company.
5. DKS Steel Door & Frame Sys. Inc.
6. Hollow Metal Inc.
7. J/R Metal Frames Manufacturing, Inc.
8. Karpen Steel Custom Doors & Frames.
9. North American Door Corp.
10. Pioneer Industries, Inc.
11. Republic Doors and Frames.
12. Security Metal Products Corp.

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.3 INTERIOR DOORS AND FRAMES

A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3. At locations indicated in the Door and Frame Schedule.

1. Physical Performance: Level A according to SDI A250.4.
2. Doors:

a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4 inches (44.5 mm).
c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.053 inch (1.3 mm).
d. Edge Construction: Model 1, Full Flush.
e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
f. Core: Vertical steel stiffener, insulated.

3. Frames:

a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
b. Construction: Full profile welded.

4. Exposed Finish: Factory prime.

2.4 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-(9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at finish floor surface.

2.5 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.

H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

I. Glazing: Comply with requirements in Section 088000 GLAZING.

J. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.6 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:

1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch (0.66 mm), steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches (152 mm) apart. Spot weld to face sheets no more than 5 inches (127 mm) o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
2. Fire Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.
3. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
4. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets.
5. Bottom Edge Closures: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets.

6. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch (19 mm) beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
5. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:

        1) Two anchors per jamb up to 60 inches (1524 mm) high.
        2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
        3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.

    b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:

        1) Three anchors per jamb up to 60 inches (1524 mm) high.
        2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
        3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
        4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.

    c. Compression Type: Not less than two anchors in each frame.
    d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.

6. Head Anchors: Two anchors per head for frames more than 42 inches (1067 mm) wide and mounted in metal-stud partitions.
7. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

    a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

8. Terminated Stops: Terminate stops 6 inches (152 mm) above finish floor with a 45-degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted or mitered hairline joints.

1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
2. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
3. Provide loose stops and moldings on inside of hollow-metal work.
4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.7 STEEL FINISHES, INTERIOR DOORS

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

B. Factory Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with SDI A250.3.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.

B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

    a. At fire-rated openings, install frames according to NFPA 80.
    b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    c. Install frames with removable stops located on secure side of opening.
    d. Install door silencers in frames before grouting.
    e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.

7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

    a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

    a. Between Door and Frame Jambs and Head: 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
    b. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm) to 1/4 inch (6.3 mm) plus or minus 1/32 inch (0.8 mm).
    c. At Bottom of Door: 5/8 inch (15.8 mm) plus or minus 1/32 inch (0.8 mm).
    d. Between Door Face and Stop: 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

D. Glazing: Comply with installation requirements in Section 088000 GLAZING and with hollow-metal manufacturer's written instructions.

1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

E. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.

F. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.

B. Related Sections:

1. Section 087100 DOOR HARDWARE for use with flush wood doors.
2. Section 088000 GLAZING for vision panel glass.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of door. Include details of core and edge construction. Include factory-finishing specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.
2. Dimensions and locations of mortises and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Requirements for veneer matching.
6. Doors to be factory finished and finish requirements.
7. Fire-protection ratings for fire-rated doors.

C. Samples for Initial Selection: For factory-finished doors.

D. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish.
2. Frames for light openings, 6 inches (150 mm) long, for each material, type, and finish required.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

B. Quality Standard Compliance Certificates: AWI Quality Certification program certificates.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is a certified participant in AWI's Quality Certification Program.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.

C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
   b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.

2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Algoma Hardwoods, Inc.
2. Eggers Industries, Inc.
3. Mohawk Flush Doors, Inc.
4. VT Industries, Inc.

B. Source Limitations: Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."

1. Provide AWI Quality Certification labels indicating that doors comply with requirements of grades specified.
2. Contract Documents contain selections chosen from options in quality standard and additional requirements beyond those of quality standard. Comply with those selections and requirements in addition to quality standard.

B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.

C. WDMA I.S.1-A Performance Grade: Extra Heavy Duty.

D. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.

1. Cores: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
2. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.

E. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control, based on testing according to UL 1784.

F. Mineral-Core Doors:

1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.

a. 5-inch (125-mm) top-rail blocking.
b. 5-inch (125-mm) bottom-rail blocking, in doors indicated to have protection plates.
c. 5-inch (125-mm) midrail blocking, in doors indicated to have exit devices.
d. 4-1/2-by-10-inch (114-by-250-mm) lock blocks

3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

a. Screw-Holding Capability: 550 lbf (2440 N) per WDMA T.M.-10.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors:

1. Grade: Premium, with Grade AA faces.
2. Species: White oak.
3. Cut: Quarter sliced.
4. Match between Veneer Leaves: Book match.
5. Assembly of Veneer Leaves on Door Faces: Running match.
6. Core: Mineral-Core.
7. Construction: Five plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.

2.4 LIGHT FRAMES

A. Wood-Veneered Beads for Light Openings in Fire-Rated Doors: Manufacturer's standard wood-veneered noncombustible beads matching veneer species of door faces and approved for use in doors of fire-protection rating indicated. Include concealed metal glazing clips where required for opening size and fire-protection rating indicated.

2.5 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

1. Comply with NFPA 80 requirements for fire-rated doors.

B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.

1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.

C. Openings: Factory cut and trim openings through doors.

1. Light Openings: Trim openings with moldings of material and profile indicated.

2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.6 SHOP PRIMING

A. Doors for Transparent Finish: Shop prime faces and all four edges with stain (if required), other required pretreatments, and first coat of finish. Seal edges of cutouts and mortises with first coat of finish.

2.7 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.

1. Finish faces, all four edges, edges of cutouts, and mortises.

B. Factory finish doors that are indicated to receive transparent finish.

C. Transparent Finish:

1. Grade: Premium.
2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" TR-6 catalyzed polyurethane.
3. Staining: Match adjacent existing doors to remain.
4. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.

1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: For installation, see Section 087100 "Door Hardware."

B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

1. Install fire-rated doors according to NFPA 80.

C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.

a. Comply with NFPA 80 for fire-rated doors.

2. Bevel fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock edge; trim stiles and rails only to extent permitted by labeling agency.

D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 083113 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Provide access doors as indicated on drawings and as required to provide access to all items of equipment or points of access which are required for maintenance or repair. The Contractor shall provide all access panels required. This Section includes the following:

1. Wall access doors and frames.
2. Fire-rated wall access doors and frames.
3. Ceiling access doors and frames.
4. Fire-rated ceiling access doors and frames.

1.3 SUBMITTALS

A. Product Data: For each type of door and frame indicated. Include construction details relative to materials, individual components and profiles, finishes, and fire ratings (if required) for access doors and frames.

B. Shop Drawings: Show fabrication and installation details of doors and frames. Include plans, elevations, sections, details, and attachments to other Work.

C. Samples: For each door face material, at least 3 by 5 inches (75 by 125 mm) in size, in specified finish.

D. Schedule: Provide complete door and frame schedule, including types, general locations, sizes, construction details, latching or locking provisions, and other data pertinent to installation.

E. Verification: Obtain specific locations and sizes for required access doors from trades requiring access to concealed equipment, and indicate on submittal schedule.

F. Special Size Access Doors: Use where required or requested; indicate on schedule.

G. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items with concealed framing, suspension systems, piping, ductwork, and other construction. Show the following:

1. Method of attaching door frames to surrounding construction.
2. Ceiling-mounted items including access doors and frames, lighting fixtures, diffusers, grilles, speakers, sprinklers, and special trim.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain doors and frames through one source from a single manufacturer.

B. Fire-Resistance Ratings: Wherever a fire-resistance classification is indicated, provide access door assembly with panel door, frame, hinge, and latch from manufacturers listed in Underwriters Laboratories, Inc.; "Building Materials Directory" for rating shown. Provide UL label on each fire-rated access door.

C. Size Variations: Obtain Owner's acceptance of manufacturer's standard-size units, which may vary slightly from sizes indicated.

1.5 COORDINATION

A. Furnish inserts and anchoring devices that must be built into other work for installation of access doors. Coordinate delivery with other work to avoid delay.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Access Doors:
   a. J. L. Industries, Inc.
   b. Karp Associates, Inc.
   c. Milcor Limited Partnership.
   d. Nystrom Building Products Co.

2.2 MATERIALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Hot-Rolled Steel Sheets: ASTM A 569/A 569M, Commercial Steel (CS), Type B; free of scale, pitting, and surface defects; pickled and oiled; with minimum thickness indicated representing specified nominal thickness according to ASTM A 568/A 568M.

C. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type B; stretcher-leveled standard of flatness; with minimum thickness indicated representing specified nominal thickness according to ASTM A 568/A 568M. Electrolytic zinc-coated steel sheet, complying with ASTM A 591/A 591M, Class C coating, may be substituted at fabricator's option.

D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), with Class C coating and phosphate treatment to prepare surface for painting; with minimum thickness indicated representing specified nominal thickness according to ASTM A 568/A 568M for uncoated base metal.

E. Drywall Beads: Edge trim formed from 0.0299-inch zinc-coated steel sheet formed to receive joint compound and in size to suit thickness of gypsum board.

2.3 PAINT

A. Shop Primers: Provide primers that comply with Division 9 Section "Painting."

B. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664; selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.

C. Shop Primer for Metallic-Coated Steel: Organic zinc-rich primer complying with SSPC-Paint 20 and compatible with topcoat.

D. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

2.4 ACCESS DOORS AND FRAMES

A. ALL ACCESS DOORS TO BE OF CONCEALED TYPE, MONOLITHIC IN APPEARANCE, TO BE PAINTED TO MATCH ADJACENT WALL/CEILING SURFACES (Factory primed).

B. Flush, Insulated, Fire-Rated Access Doors and Trimless Frames:

1. Locations: As noted on the drawings.
2. Fire-Resistance Rating: As required to match wall or ceiling rating.
3. Door: Flush panel with a core of mineral-fiber insulation enclosed in sheet metal with a minimum thickness of 0.036 inch.
4. Frame: Minimum 0.060-inch thick sheet metal.
5. Hinges: Concealed spring hinges or concealed continuous piano hinges set to open 175 degrees.
6. Automatic Closer: Spring type.
7. Latch: Furnish flush, screwdriver-operated cam locks of number required to hold door in flush, smooth plane when closed.

C. Flush Access Doors and Trimless Frames:

1. Locations: As noted on the drawings.
2. Door: Minimum 0.060-inch thick sheet metal, set flush with surrounding finish surfaces.
3. Frame: Minimum 0.060-inch thick sheet metal.
4. Hinges: Concealed spring hinges or concealed continuous piano hinges set to open 175 degrees.
5. Latch: Furnish flush, screwdriver-operated cam locks of number required to hold door in flush, smooth plane when closed.

2.5 FABRICATION

A. General: Provide access door assemblies manufactured as integral units ready for installation.

B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

C. Steel Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access panels to types of supports indicated.
   1. For trimless frames with drywall bead for installation in gypsum board assembly, provide edge trim for gypsum board and gypsum base securely attached to perimeter of frames.
   2. Provide mounting holes in frames to attach frames to metal or wood framing in plaster and drywall construction and to attach masonry anchors in masonry construction. Furnish adjustable metal masonry anchors.

D. Recessed Access Doors: Form face of panel to provide recess for application of applied finish. Reinforce panel as required to prevent buckling.

E. Latching Mechanisms: Furnish number required to hold doors in flush, smooth plane when closed.

   1. For cylinder lock, furnish two keys per lock and key all locks alike.
   2. For recessed panel doors, provide access sleeves for each locking device. Furnish plastic grommets and install in holes cut through finish.

2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Finish metal fabrications after assembly.

2.7 STEEL FINISHES

A. Surface Preparation: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed metal fabrications:

   1. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."

B. Apply shop primer to uncoated surfaces of metal fabrications. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting.

PART 3 - EXECUTION

3.1 PREPARATION

A. Advise installers of other work about specific requirements relating to access door and floor door installation, including sizes of openings to receive access door and frame, as well as locations of supports, inserts, and anchoring devices.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing access doors and frames.

B. Set frames accurately in position and attach securely to supports with plane of face panels aligned with adjacent finish surfaces.

C. Install access doors with trimless frames flush with adjacent finish surfaces or recessed to receive finish material.

3.3 ADJUSTING AND CLEANING

A. Adjust doors and hardware after installation for proper operation. Remove and replace doors and frames that are warped, bowed, or otherwise damaged.

END OF SECTION 083113

SECTION 084513 – GLAZED ALUMINUM PARTITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 WORK INCLUDED

A. Components of the Work:

1. Glazed aluminum partitions:

   System consists of 1 inch (nominal) insulated glass units, conventionally glazed, to standard profile aluminum extrusions. Finish of all aluminum to be clear anodized aluminum.

B. Elements of the Work:

1. Glazed aluminum partitions as described above.
2. All anchors, fixings, attachments, reinforcements, except those specifically indicated as being provide by other trades.
3. Glazing (see Division 8 Section GLAZING).
4. Finishes, protective coatings and treatments.
5. Provisions for electrical outlets and cutouts for conduit and other electrical work.
6. Design engineering, shop drawings, calculations, engineering data and test reports.
7. Field measurements of adjacent and/or supporting construction and verification of existing conditions where feasible.
8. Scheduling and monitoring of the Work.
9. Material samples and trial installation mock-ups.
10. Coordination with the work of other trades.
11. Storage, handling, protection and cleaning.
12. Guarantees, warranties and indemnities.
13. Cleaning installed system.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 8 Section GLAZING.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and General Conditions Sections.

B. Submissions shall be complete and comprehensive and include all shop drawings, samples, material data submissions, and engineering calculations for the part of the Work addressed. All work shall be coordinated by the contractor prior to submission. Incomplete, non-conforming, or uncoordinated submissions shall be subject to rejection or return without action by the Commissioner. Any work executed which deviates from the approved shop drawings and submittal shall be subject to rejection.

C. Product Data for each product specified, including details of construction relative to materials, dimensions of individual components, profiles, and finishes.

D. Shop Drawings shall clearly illustrate all aspects of the Work including:

1. The arrangement of components.
2. The sequence and details of fabrication assembly and erection.
3. Half size details, including isometric drawings of sealing, flashing and jointing; all dimensions and thicknesses, materials and finishes; material, type, size, location and spacing of screws, bolts, welds, anchoring devices and accessories.

E. Samples for initial selection in the form of manufacturer's color charts showing the full range of colors available for components with factory-applied color finishes.

F. Welder certificates indicating that welders comply with requirements specified in "Quality Assurance" Article.

G. Installer certificates signed by manufacturer certifying that installers comply with requirements in "Quality Assurance" Article.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer to assume engineering responsibility and perform work of this Section who has specialized in installing systems similar to those required for this Project and who is acceptable to manufacturer.

B. Source Limitations: Obtain each type of glazed system from one source and by a single manufacturer.

C. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sight lines and relationships to one another and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field-testing, or in-service performance.

1. Do not modify intended aesthetic effects, as judged solely by the Commissioner, except with the Commissioner's approval and only to the extent needed to comply with

performance requirements. Where modifications are proposed, submit comprehensive explanatory data to the Commissioner for review.

D. Welding Standards: Comply with applicable provisions of AWS D1.2, "Structural Welding Code--Aluminum."

1. Engage welders who have satisfactorily passed AWS qualification tests for welding processes involved and who are currently certified for these processes.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions by field measurements before fabrication and show recorded measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.6 MANUFACTURER WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the City of New York of other rights the City of New York may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. EFCO Corporation.
2. Kawneer North America.
3. Oldcastle, Inc.
4. U.S. Aluminum.
5. Wausau Window and Wall Systems.

B. Aluminum: Extruded aluminum prime billet 6063-T5 or T6 alloy, aluminum sheet AA 3003 H 14, for type of use and finish indicated, complying with the requirements of standards indicated below.

1. Sheet and Plate: ASTM B 209.
2. Extruded Bars, Rods, Shapes, and Tubes: ASTM B 221.
3. Extruded Structural Pipe and Tubes: ASTM B 429.
4. Welding Rods and Bare Electrodes: AWS A5.10.

C. Glazing as specified in Division 8 Section GLAZING.

1. Glazing method shall be in general accordance with FGMA Glazing Manual for specified glass type.

D. Sealant Backing Materials: preformed plastics and synthetic rubbers, compressible, non-gassing, non-staining and compatible sealants and as recommended by sealant manufacturers. Backing shall be of the sizes and shapes to suit the various conditions and shall be a color different than the sealant color. Backer rods shall be 25 percent wider than the joint width.

1. Open/closed cell extruded polyolefin backer rod.
2. Extruded silicone rubber.
3. Cellular glazing tape.

E. Bond Breaker Tape.

F. Framing system gaskets and joint fillers as recommended by manufacturer for joint type.

2.2 PREFORMED SYNTHETICS

A. The particular alloy, compound, etc. shall be appropriate to the intended function of the preformed synthetic and is subject to approval by the Commissioner.

B. Base gasket material manufacturers and gasket extruders are subject to approval by the Commissioner.

C. All material shall be non-staining.

D. Glazing Gaskets (Not in contact with silicone):

1. Interior closed cell sponge gaskets: Neoprene (polychloroprene) or EPDM (ethylene propylene diene terpolymer) gaskets: ASTM C 509.
2. Setting blocks: Non-cellular (dense) extruded Neoprene (polychloroprene) or EPDM (ethylene propylene diene terpolymer): ASTM C 864.
3. Spacers and edge blocks: Non-cellular (dense) extruded Neoprene (polychloroprene) or EPDM: ASTM C 864.

E. Glazing Gaskets (In contact with silicone):

1. Setting blocks:

   a. Non-cellular (dense) extruded silicone: ASTM C 1115, Type C.
   b. Non-cellular (dense) extruded Alcryn (silicone compatible rubber): ASTM C 864.

2. Spacers and edge blocks:

   a. Non-cellular (dense) extruded silicone: ASTM C 1115.
   b. Non-cellular (dense) extruded Alcryn (silicone compatible rubber): ASTM C 864.

2.3 COMPONENTS

A. Brackets and Reinforcements: Provide manufacturer's standard high-strength aluminum brackets and reinforcements. Provide nonstaining, nonferrous shims for aligning system components.

B. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Finish exposed portions to match glazed aluminum curtain wall.

1. At movement joints, use slip-joint linings, spacers, and sleeves of material and type recommended by manufacturer.
2. Where fasteners anchor into aluminum less than 0.125 inch (3.2 mm) thick, provide reinforcement to receive fastener threads.

2.4 FABRICATION

A. General: Fabricate glazed aluminum curtain wall system, windows and interior partitions according to Shop Drawings. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

B. Forming: Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.

C. Provide interlocking male/female type stack joints at adjacent grid frame members to allow for thermal expansion. "Stick" system type one-piece tubular members will not be acceptable.

1. Systems using individual field fabrication for field-assembled members will provide tubular vertical mullions and shear-block-supported open back horizontals; with snap-in trim covers in visible areas.

D. Provide extruded aluminum mullions with sharp, well-defined corners and flush sightlines.

E. Prepare components to receive concealed fasteners and anchor and connection devices. Conceal fasteners at vertical to horizontal main framing connections and at miscellaneous trim wherever possible.

F. Welding: Weld components to comply with referenced standard and Shop Drawings, unless otherwise indicated. Weld before finishing components. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

G. Glazing Pockets: Provide minimum clearances for thickness and type of glass indicated according to FGMA's "Glazing Manual."

H. Metal Protection: Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

I. Frame Units: Factory assemble frame units according to Shop Drawings to greatest extent possible. Rigidly secure nonmovement joints.

1. Install glazing according to Shop Drawings. Comply with requirements of Division 8 Section GLAZING unless otherwise indicated.

2.5 ALUMINUM FINISHES

A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are not acceptable.

C. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

2.6 STEEL PRIMING

A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying primer.

B. Surface Preparation: Perform manufacturer's standard cleaning operations to remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel.

C. Priming: Apply manufacturer's standard corrosion-resistant primer immediately after surface preparation and pretreatment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of interior glazed aluminum partitions. Do not proceed with installation until unsatisfactory conditions have been corrected or accommodations acceptable to the Commissioner have been made.

3.2 INSTALLATION

A. General: Comply with manufacturer's written instructions for protecting, handling, and installing interior glazed aluminum partitions. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.

B. Metal Protection: Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install framing members plumb and true in alignment with established lines and grades.

D. Welding: Weld components to comply with referenced standard and Shop Drawings, unless otherwise indicated. Weld in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.

E. Install glazing according to Shop Drawings.

F. Install sealant according to Shop Drawings.

G. Erection Tolerances: Install system to comply with the following maximum tolerances:

1. Plumb: 1/8 inch in 10 feet (3 mm in 3 m); 1/4 inch in 40 feet (6 mm in 12 m).
2. Level: 1/8 inch in 20 feet (3 mm in 6 m); 1/4 inch in 40 feet (6 mm in 12 m).
3. Alignment: Where surfaces abut in line, limit offset from true alignment to 1/16 inch (1.5 mm); where a reveal or protruding element separates aligned surfaces by less than 2 inches (50.8 mm), limit offset to 1/2 inch (12.7 mm).
4. Location: Limit variation from plane or location shown on Shop Drawings to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/2 inch (12.7 mm) over total length.

3.3 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure interior glazed aluminum partition system is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 084513

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section includes:

1. Mechanical door hardware including cylinders and keying for the following:

a. Swinging doors.
b. Sliding doors (BID ALT #1).

B. Related Sections:

1. Section 081113 HOLLOW METAL DOORS AND FRAMES for coordination of metal doors and frames with specified hardware.
2. Section 081416 FLUSH WOOD DOORS for coordination of wood doors with specified hardware.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Samples for Initial Selection: For plastic protective trim units in each finish, color, and texture required for each type of trim unit indicated.

C. Samples for Verification: For exposed door hardware of each type required, in each finish specified, prepared on Samples of size indicated below. Tag Samples with full description for coordination with the door hardware schedule. Submit Samples before, or concurrent with, submission of door hardware schedule.

1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.

D. Other Action Submittals:

1. Door Hardware Schedule: Detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

   a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
   b. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." Double space entries, and number and date each page. Use same door numbers as in the Contract Documents.
   c. Content: Include the following information:

      1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
      4) Fastenings and other pertinent information.
      5) Explanation of abbreviations, symbols, and codes contained in schedule.
      6) Mounting locations for door hardware.
      7) List of related door devices specified in other Sections for each door and frame.

2. Keying Schedule: Prepared by or under the supervision of Installer, detailing the Commissioner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For door hardware, from the manufacturer.

   1. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.

B. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.

C. Warranty: Special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained or approved by product manufacturers who is available during the course of the Work to consult with the Commissioner about door hardware and keying.

1. Warehousing Facilities: In Project's vicinity.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.

B. Source Limitations: Obtain each type of door hardware from a single manufacturer.

C. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated.

D. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

E. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
2. Comply with the following maximum opening-force requirements:

    a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
    b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.

3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.

F. Keying Conference: Conduct conference at Project site to comply with requirements in General Conditions. Conference participants shall also include the Commissioner, Landlord, Tenant and Contractor. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:

1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
2. Preliminary key system schematic diagram.
3. Requirements for key control system.
4. Requirements for access control.
5. Address for delivery of keys.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys and permanent cores to the Commissioner directly.

1.8 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.

B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

C. Security: Coordinate installation of door hardware and keying with the Commissioner.

D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including excessive deflection, cracking, or breakage.
b. Faulty operation of doors and door hardware.
c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.

1.10 MAINTENANCE GUARANTEE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for the City of New York's continued adjustment, maintenance, and removal and replacement of door hardware.

B. Maintenance Guarantee: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Provide parts and supplies that are the same as those used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. Provide door hardware for each door as scheduled on Drawings to comply with requirements in this Section.

1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated.

2.2 HINGES

A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Cal-Royal Products, Inc.
b. Hager Companies.
c. IVES Hardware; an Ingersoll-Rand company.
d. Lawrence Hardware Inc.
e. McKinney Products Company; an ASSA ABLOY Group company.
f. Stanley Commercial Hardware; Div. of The Stanley Works.

2.3 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
2. Mortise Locks: Minimum 3/4-inch (19-mm) latchbolt throw.
3. Deadbolts: Minimum 1.25-inch (32-mm) bolt throw.

C. Lock Backset: 2-3/4 inches (70 mm), unless otherwise indicated.

D. Lock Trim:

1. Levers: Cast.
2. Knobs: Levers only.
3. Escutcheons (Roses): Cast.

4. Dummy Trim: Match lever lock trim and escutcheons.
5. Operating Device: Lever with escutcheons (roses).

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

F. Bored Locks: BHMA A156.2; Grade 1, Series 4000.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
b. Cal-Royal Products, Inc.
c. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group Company.
d. Medeco Security Locks, Inc.; an ASSA ABLOY Group company.
e. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
f. Schlage Commercial Lock Division; an Ingersoll-Rand company.
g. Yale Security Inc.; an ASSA ABLOY Group company.

G. Mortise Locks: BHMA A156.13; Security Grade 1, stamped steel case with steel or brass parts; Series 1000.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Adams Rite Manufacturing Co.; an ASSA ABLOY Group company.
b. Best Access Systems; Div. of Stanley Security Solutions, Inc.
c. Cal-Royal Products, Inc.
d. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
e. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
f. Schlage Commercial Lock Division; an Ingersoll-Rand company.
g. Yale Security Inc.; an ASSA ABLOY Group company.

2.4 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Adams Rite Manufacturing Co.; an ASSA ABLOY Group company.
b. Cal-Royal Products, Inc.

c. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
d. DORMA Architectural Hardware; Member of The DORMA Group North America.
e. Precision Hardware, Inc.; Division of Stanley Security Solutions, Inc.
f. Rutherford Controls Int'l. Corp.
g. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
h. Von Duprin; an Ingersoll-Rand company.
i. Yale Security Inc.; an ASSA ABLOY Group company.

2.5 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Manufacturer: Same manufacturer as for locking devices.

B. Standard Lock Cylinders: BHMA A156.5; Grade 1; permanent cores that are interchangeable; face finished to match lockset.

C. High-Security Lock Cylinders: BHMA A156.30; Grade 1; Type M, mechanical and E, electrical; permanent cores that are removable; face finished to match lockset.

D. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

E. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.6 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.

1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.

B. Keys: Nickel silver.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:

a. Notation: Information to be furnished by the Commissioner.

2. Quantity: In addition to one extra key blank for each lock, provide the following:

a. Cylinder Change Keys: Three.
b. Master Keys: Five.
c. Grand Master Keys: Five.

2.7 KEY CONTROL SYSTEM

A. Key Control Cabinet: BHMA A156.5; metal cabinet with baked-enamel finish; containing key-holding hooks, labels, 2 sets of key tags with self-locking key holders, key-gathering envelopes, and temporary and permanent markers; with key capacity of 150 percent of the number of locks.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. American Key Boxes and Cabinets.
b. HPC, Inc.
c. Lund Equipment Co., Inc.

2. Wall-Mounted Cabinet: Cabinet with hinged-panel door equipped with key-holding panels and pin-tumbler cylinder door lock.

B. Cross-Index System: Single-index system for recording key information. Include three receipt forms for each key-holding hook. Set up by key control manufacturer.

2.8 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.

2.9 ACCESSORIES FOR PAIRS OF DOORS

A. Coordinators: BHMA A156.3; consisting of active-leaf, hold-open lever and inactive-leaf release trigger; fabricated from steel with nylon-coated strike plates; with built-in, adjustable safety release; and with internal override.

B. Carry-Open Bars: BHMA A156.3; prevent the inactive leaf from opening before the active leaf; provide polished brass or bronze carry-open bars with strike plate for inactive leaves of pairs of doors unless automatic or self-latching bolts are used.

C. Astragals: BHMA A156.22.

2.10 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. DORMA Architectural Hardware; Member of The DORMA Group North America.
b. LCN Closers; an Ingersoll-Rand company.

c. Norton Door Controls; an ASSA ABLOY Group company.
d. SARGENT Manufacturing Company; an ASSA ABLOY Group company.

2.11 CONCEALED CLOSERS

A. Concealed Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. DORMA Architectural Hardware; Member of The DORMA Group North America.
b. LCN Closers; an Ingersoll-Rand company.
c. Norton Door Controls; an ASSA ABLOY Group company.
d. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
e. SARGENT Manufacturing Company; an ASSA ABLOY Group company.

2.12 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16; polished cast aluminum base metal.

2.13 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8.

2.14 ACOUSTIC DOOR GASKETING

A. Acoustic Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot (0.000774 cu. m/s per m) of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Hager Companies.
b. National Guard Products.
c. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
d. Zero International.

2.15 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

2.16 SLIDING DOOR HARDWARE (BID ALT #1)

A. Sliding Door Hardware: BHMA A156.14; consisting of complete sets including rails, hangers, supports, bumpers, floor guides, and accessories indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. CoxUSA; Arthur Cox & Sons, Inc.
b. Johnson Hardware; L.E. Johnson Products, Inc.
c. Stanley Commercial Hardware; Div. of The Stanley Works.

2.17 FABRICATION

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by the Commissioner.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Fire-Rated Applications:

a. Wood or Machine Screws: For the following:

1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
2) Strike plates to frames.
3) Closers to doors and frames.

b. Steel Through Bolts: For the following unless door blocking is provided:

1) Surface hinges to doors.
2) Closers to doors and frames.
3) Surface-mounted exit devices.

3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
4. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
5. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.18 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

B. Install each door hardware item to comply with manufacturer's 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. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period.

1. Replace construction cores with permanent cores as directed by the Commissioner.

E. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 JOINT SEALANTS.

G. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 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.

1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, the Contractor shall examine and readjust each item of door hardware, including adjusting

operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train the City of New York's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to General Conditions.

END OF SECTION 087100

SECTION 088000 – GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. This Section includes glass and glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. Glazed aluminum partitions.
2. Doors.

B. Related Sections include the following:

1. Division 8 Section GLAZED ALUMINUM PARTITIONS.
2. Division 8 Section HOLLOW METAL DOORS AND FRAMES.
3. Division 8 Section FLUSH WOOD DOORS.

1.3 DEFINITIONS

A. Manufacturer: A firm that produces primary glass or fabricated glass as defined in referenced glazing publications.

B. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems capable of withstanding normal thermal movement and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets

to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:

a. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.

1) Load Duration: 60 seconds or less.

b. Maximum Lateral Deflection: For the following types of glass supported on all four edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch (25 mm), whichever is less.

1) For monolithic-glass lites heat treated.
2) For laminated-glass lites.

C. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 6 mm thick.
2. For laminated-glass lites, properties are based on products of construction indicated.

1.5 SUBMITTALS

A. Product Data and test Reports: For each glass product and glazing material indicated.

B. Samples: Submit, for verification purposes, 12" square samples of each type of glass indicated.

C. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.

D. Qualification Data: For firms specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. SWRI Validation Certificate: For each elastomeric glazing sealant specified to be validated by SWRI's Sealant Validation Program.

F. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.

B. Source Limitations for Clear Glass: Obtain clear float glass from one primary-glass manufacturer.

C. Source Limitations for Laminated Glass: Obtain laminated-glass units from one manufacturer using the same type of glass lites and interlayers for each type of unit indicated.

D. Source Limitations for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.

E. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: GANA'S "Glazing Manual" and "Laminated Glass Design Guide."
2. SIGMA Publications: SIGMA TM-3000, "Vertical Glazing Guidelines."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.8 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive the City of New York of other rights the City of New York 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. Manufacturer's Special Warranty on Insulating Glass: Written warranty, made out to the City of New York and signed by insulating-glass manufacturer agreeing to furnish replacements for insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Pilkington North America

2. Oldcastle Building Envelope
3. PPG Industries, Inc.

2.2 PRIMARY FLOAT GLASS

A. Float Glass: ASTM C 1036, Type I (transparent glass, flat), Quality q3 (glazing select); Class 1 (clear).

2.3 HEAT-TREATED FLOAT GLASS

A. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.

B. Heat-Treated Float Glass: ASTM C 1048; Condition A (uncoated surfaces), Type I (transparent glass, flat); Class 1 (clear), Quality q3 (glazing select), kind as indicated below:

Kind HS (heat strengthened) where required by this specification or where indicated on the drawings.

Kind FT (fully tempered) where required by this specification or where indicated on the drawings.

2.4 LAMINATED GLASS

A. Laminated Glass: Refer to primary and heat-treated glass requirements relating to properties of uncoated glasses making up laminated glass products. Glass to be Class 1, clear for both panes.

B. Interlayer: Interlayer material as indicated below and of thickness indicated with a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after laminating glass lites and installation.

1. Interlayer Material: Clear, polyvinyl butyral sheets, not less than 0.030 inch thick.

C. Laminating Process: Fabricate laminated glass to produce glass free of foreign substances and air or glass pockets as follows:

1. Laminate lites with polyvinyl butyral interlayer in autoclave with heat plus pressure.

2.5 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190 and complying with other requirements specified.

1. Sealing System: Dual seal with manufacturer's standard primary and secondary.

2. Spacer: manufacturer's standard spacer material and construction, aluminum with mill or clear anodic finish.

3. Desiccant: Molecular sieve or silica gel or blend of both.

B. Glass: Comply with applicable requirements in "Products" section.

2.6 ELASTOMERIC GLAZING SEALANTS

A. See Division 8 Section GLAZED ALUMINUM PARTITIONS.

2.7 GLAZING TAPES

A. See Division 8 Section GLAZED ALUMINUM PARTITIONS.

2.8 GLAZING GASKETS

A. See Division 8 Section GLAZED ALUMINUM PARTITIONS.

2.9 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with indoor and outdoor faces.

C. Grind smooth and polish exposed glass edges.

2.10 GLASS TYPES

A. Insulated Glass Unit:

1. Location: Glazed Aluminum Partitions.
2. Overall Unit Thickness: 1 inch (25mm) nominal.
3. Outer Lite (outer pane): Two layers of 1/8 inch thick, heat-strengthed float glass, clear, laminated with a clear polyvinyl butyral interlayer, not less than 0.030 inch thick.
4. Interspace Content: Argon or manufacturer's standard inert gas.
5. Inner Lite (inner pane): 1/4 inch thick, heat-strengthened float glass, clear.

B. Vision Panel Glass:

1. Location: Fire Rated Doors.
2. Overall Thickness: 3/8 inch nominal.
3. Type II (patterned and wired float glass), Class 1 (clear), Quality Q-6.
4. Wire mesh pattern to be square welded wire.
5. Provide safety glazing labeling.

C. Vision Panel Glass:

1. Location: Non-Fire Rated Doors.
2. Overall Thickness: 1/4 inch nominal.
3. Fully tempered float glass, clear.
4. Provide safety glazing labeling.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing glazing, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size and squareness.
2. Minimum required face or edge clearances.
3. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where the length plus width is larger than 50 inches (1270 mm) as follows:

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.

K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 PROTECTION AND CLEANING

A. Protect glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.

C. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.

D. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

END OF SECTION 088000

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For dimpled steel studs and runners and firestop tracks, from ICC-ES.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
2. Protective Coating: ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized unless otherwise indicated.

B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

1. Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.020 inch (0.51 mm).
b. Depth: As indicated on Drawings.

2. Dimpled Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.020 inch (0.51 mm).
b. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch (51-mm) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch (51-mm) deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1) Dietrich Metal Framing.
2) MBA Building Supplies.
3) Steel Network Inc. (The).
4) Superior Metal Trim.
5) Telling Industries.

D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Fire Trak Corp.
b. Grace Construction Products.
c. Metal-Lite, Inc.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm).

F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
2. Depth: 7/8 inch (22.2 mm) and 1-1/2 inches (38 mm).

G. Resilient Furring Channels: 1/2-inch- (13-mm-) deep, steel sheet members designed to reduce sound transmission.

1. Configuration: Asymmetrical or hat shaped.

H. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1-1/4 inches (32 mm), wall attachment flange of 7/8 inch (22 mm), minimum uncoated-metal thickness of 0.018 inch (0.45 mm), and depth required to fit insulation thickness indicated.

2.3 SUSPENSION SYSTEMS

A. Metal Suspension System Standard: Provide manufacturer's direct-hung metal suspension systems of types, structural classifications, and finishes indicated that COMPLY WITH THE LATEST NEW YORK CITY DEPARTMENT OF BUILDINGS REQUIREMENTS FOR HUNG CEILING SUSPENSION AND BRACING AND EXCEED applicable requirements in ASTM C 635.

B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.

1. High-Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.

C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

a. Type: Postinstalled expansion anchors.

b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.

2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.

D. Flat Bars, Hanger Rods, Braces, and Ties: Provide components complying with the following requirements:

1. Asphalt painted flat strap hanger
2. Size: Select flat bar dimension so its stress at three times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of flat bar, but provide not less than 1/8 in. X 1 in, or in accordance with latest NEW YORK CITY DEPARTMENT OF BUILDINGS building code requirements.

E. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint. Size in accordance with NEW YORK CITY DEPARTMENT OF BUILDINGS building code requirements.

F. Carrying Channels: 1 ½ inch, cold rolled, 16-gauge, steel suspension channel.

G. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.

H. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches o.c. on all cross tees.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
2. Multilayer Application: 16 inches (406 mm o.c. unless otherwise indicated.
3. Tile Backing Panels: 16 inches (406 mm) o.c. unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

a. Install two studs at each jamb unless otherwise indicated.

b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

E. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

F. Z-Furring Members:

1. Erect insulation vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

3.5 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Hangers: 48 inches (1219 mm) o.c.
2. Carrying Channels (Main Runners): 48 inches (1219 mm) o.c.
3. Furring Channels (Furring Members): 16 inches (406 mm) o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

   a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

   a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Do not attach hangers to steel roof deck.
5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
7. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092300 - GYPSUM BOARD SHAFT WALL ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes: Gypsum board shaft wall assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each component of gypsum board shaft wall assembly.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For shaft wall assemblies, from ICC-ES.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or with gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install interior products until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, or mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, and irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.2 GYPSUM BOARD SHAFT WALL ASSEMBLIES

A. Fire-Resistance Rating: As indicated on the drawings.

B. Studs: Manufacturer's standard profile for repetitive members, corner and end members, and fire-resistance-rated assembly indicated.

1. Depth: 2-1/2 inches (64 mm) and as indicated on the drawings.
2. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm).

C. Runner Tracks: Manufacturer's standard J-profile track with manufacturer's standard long-leg length, but at least 2 inches (51 mm) long and matching studs in depth.

1. Minimum Base-Metal Thickness: Matching steel studs.

D. Firestop Tracks: Provide firestop track at head of shaft wall on each floor level.

E. Room-Side Finish: Gypsum board.

F. Shaft-Side Finish: Gypsum shaftliner board, Type X.

G. Insulation: Sound attenuation blankets.

2.3 PANEL PRODUCTS

A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

B. Gypsum Shaftliner Board, Type X: ASTM C 1396/C 1396M; manufacturer's proprietary fire-resistive liner panels with paper faces.

1. Thickness: 1 inch (25.4 mm).
2. Long Edges: Double bevel.

C. Gypsum Board: As specified in Section 092900 GYPSUM BOARD

2.4 NON-LOAD-BEARING STEEL FRAMING

A. Steel Framing Members: Comply with ASTM C 645 requirements for metal unless otherwise indicated.

1. Protective Coating: Coating with equivalent corrosion resistance of ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized unless otherwise indicated.

B. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with manufacturer's written recommendations.

B. Trim Accessories: Cornerbead, edge trim, and control joints of material and shapes as specified in Section 092900 GYPSUM BOARD that comply with gypsum board shaft wall assembly manufacturer's written recommendations for application indicated.

C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

D. Track Fasteners: Power-driven fasteners of size and material required to withstand loading conditions imposed on shaft wall assemblies without exceeding allowable design stress of track, fasteners, or structural substrates in which anchors are embedded.

1. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing according to ASTM E 488 conducted by a qualified testing agency.
2. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing according to ASTM E 1190 conducted by a qualified testing agency.

E. Sound Attenuation Blankets: As specified in Section 092900 GYPSUM BOARD.

F. Acoustical Sealant: As specified in Section 079200 JOINT SEALANTS.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to which gypsum board shaft wall assemblies attach or abut, with Installer present, including hollow-metal frames, elevator hoistway door frames, cast-in anchors, and structural framing. Examine for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Sprayed Fire-Resistive Materials: Coordinate with gypsum board shaft wall assemblies so both elements of Work remain complete and undamaged. Patch or replace sprayed fire-resistive materials removed or damaged during installation of shaft wall assemblies to comply with requirements specified in Section 078100 APPLIED FIREPROOFING.

B. After sprayed fire-resistive materials are applied, remove only to extent necessary for installation of gypsum board shaft wall assemblies and without reducing the fire-resistive material thickness below that which is required to obtain fire-resistance rating indicated. Protect remaining fire-resistive materials from damage.

3.3 INSTALLATION

A. General: Install gypsum board shaft wall assemblies to comply with requirements of fire-resistance-rated assemblies indicated, manufacturer's written installation instructions, and ASTM C 754 other than stud-spacing requirements.

B. Do not bridge building expansion joints with shaft wall assemblies; frame both sides of expansion joints with furring and other support.

C. Install supplementary framing in gypsum board shaft wall assemblies around openings and as required for blocking, bracing, and support of gravity and pullout loads of fixtures, equipment, services, heavy trim, furnishings, wall-mounted door stops, and similar items that cannot be supported directly by shaft wall assembly framing.

D. Penetrations: At penetrations in shaft wall, maintain fire-resistance rating of shaft wall assembly by installing supplementary steel framing around perimeter of penetration and fire protection behind boxes containing wiring devices, elevator call buttons, elevator floor indicators, and similar items.

E. Isolate perimeter of gypsum panels from building structure to prevent cracking of panels, while maintaining continuity of fire-rated construction.

F. Firestop Tracks: Install to maintain continuity of fire-resistance-rated assembly indicated.

G. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by the Commissioner while maintaining fire-resistance rating of gypsum board shaft wall assemblies.

H. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

3.4 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, or mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, and irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092300

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Trim accessories.

B. Related Requirements:

1. Section 092216 NON-STRUCTURAL METAL FRAMING for non-structural framing that support gypsum board panels.
2. Section 092300 GYPSUM BOARD SHAFT WALL ASSEMBLIES for metal shaft-wall framing, gypsum shaft liners, and other components of shaft-wall assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 6-inch (150-mm) long length for each trim accessory indicated.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. USG Corporation.

B. Gypsum Wallboard: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

C. Gypsum Wallboard: ASTM C 1396/C 1396M.

1. Thickness: 1/2 inch (12.7 mm).

2. Long Edges: Tapered.

D. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:

a. Cornerbead.
b. Bullnose bead.
c. LC-Bead: J-shaped; exposed long flange receives joint compound.
d. L-Bead: L-shaped; exposed long flange receives joint compound.
e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
f. Expansion (control) joint.
g. Curved-Edge Cornerbead: With notched or flexible flanges.

B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Fry Reglet Corp.
b. Gordon, Inc.
c. Pittcon Industries.
d. Milgo/Bufkin, Inc.

2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221 (ASTM B 221M), Alloy 6063-T5.
3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Accumetric LLC.
b. Grabber Construction Products.
c. Pecora Corporation.
d. Specified Technologies, Inc.
e. USG Corporation.

2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

D. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

E. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

F. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Single-Layer Application:

1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

2. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

B. Multilayer Application:

1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
2. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
3. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners unless otherwise indicated.
2. LC-Bead: Use at exposed panel edges.
3. L-Bead: Use at all panel edges to reinforce edges where not finished with a cornerbead, LC-bead or U-bead.
4. U-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Not used.
2. Level 2: Not used.
3. Level 3: Not used.
4. Level 4: All exposed gypsum board surfaces.
5. Level 5: Not used.

a. Primer and its application to surfaces are specified in other Section 099123 INTERIOR PAINTING.

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Acoustical tiles for ceilings.
2. Suspension systems and suspension grid for acoustical tile ceilings.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, 6-inches- (150-mm-) in size.

C. Samples for Initial Selection: For components with factory-applied color finishes.

D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Tile: Set of full-size Samples of each type, color, pattern, and texture.
2. Concealed Suspension-System Members: 6-inch- (150-mm-) long Sample of each type.
3. Exposed Moldings and Trim: Set of 6-inch- (150-mm-) long Samples of each type and color.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Structural members to which suspension systems will be attached.
3. Size and location of initial access modules for acoustical tiles.
4. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.

5. Perimeter moldings.

B. Qualification Data: For testing agency.

C. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

E. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 ATTIC STOCK

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Tiles: Full-size tiles equal to 2 percent of quantity installed.
2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.
3. Hold-Down Clips: Equal to 2 percent of quantity installed.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to NVLAP for testing indicated.

B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical ceiling area as shown on Drawings.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical tiles, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

1.9 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical ceiling tiles until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical ceiling tile installation.

1.10 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to repair or replace defective acoustic tiles and repair or replace defective workmanship within the specified warranty periods.

1. Warranty Period Structural: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: 50 or less.

C. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL TILES, GENERAL

A. Source Limitations: Obtain each type of acoustical ceiling tile and supporting suspension system from single source from single manufacturer.

B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.

C. Acoustical Tile Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical tiles are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL TILES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.

B. Classification: Provide fire-resistance-rated Class A tiles complying with ASTM E 1264 for type, form, and pattern as follows:

1. Type and Form: Type IV; Form 2.
2. Pattern: E (smooth, lightly textured).

C. Material: Wet-formed mineral fiber.

D. Surface Finish: Factory-applied latex paint.

E. Color: White.

F. LR: Not less than 0.86.

G. NRC: Not less than 0.85.

H. CAC: Not less than 28.

I. Edge/Joint Detail: Beveled, tegular.

J. Thickness: 7/8 inch (22 mm).

K. Modular Size: 24 by 24 inches (610 by 610 mm).

L. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20 percent.

B. Metal Suspension System Standard: Provide manufacturer's direct-hung metal suspension systems of types, structural classifications, and finishes indicated that COMPLY WITH THE LATEST NEW YORK CITY DEPARTMENT OF BUILDINGS REQUIREMENTS FOR HUNG CEILING SUSPENSION AND BRACING AND EXCEED applicable requirements in ASTM C 635.

C. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.

1. High-Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.

D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
   a. Type: Postinstalled expansion anchors.
   b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.

2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.

E. Flat Bars, Hanger Rods, Braces, and Ties: Provide components complying with the following requirements:

1. Asphalt painted flat strap hanger
2. Size: Select flat bar dimension so its stress at three times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of flat bar, but provide not less than 1/8 in. X 1 in, or in accordance with latest NEW YORK CITY DEPARTMENT OF BUILDINGS building code requirements.

F. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint. Size in accordance with NEW YORK CITY DEPARTMENT OF BUILDINGS building code requirements.

G. Carrying Channels: 1 ½ inch, cold rolled, 16-gauge, steel suspension channel.

H. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.

I. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches o.c. on all cross tees.

2.5 METAL GRID SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. Chicago Metallic Corporation.
4. USG Interiors, Inc.; Subsidiary of USG Corporation.

B. Wide-Face, Capped, Double-Web, Hot-Dip Galvanized, G60 (Z180), Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized according to ASTM A 653/A 653M, G60 (Z180) coating designation; with prefinished, cold-rolled, 9/16-inch- (24-mm) wide aluminum caps on flanges.

1. Structural Classification: Heavy-duty system.
2. Grid Width: 9/16 inch
3. Face Design: Flat, flush.
4. Face Finish: Painted white.

2.6 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. Chicago Metallic Corporation.
4. Fry Reglet Corporation.
5. Gordon, Inc.
6. USG Interiors, Inc.; Subsidiary of USG Corporation.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical tile edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.

C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips and complying with seismic design requirements and the following:

1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221 (ASTM B 221M) for Alloy and Temper 6063-T5.
2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.7 ACOUSTICAL SEALANT

A. Products: Subject to compliance with requirements, provide the following:

1. Acoustical Sealant for Exposed and Concealed Joints:

a. Pecora Corporation.
b. USG Corporation.
c. Tremco, Inc.; Tremco Acoustical Sealant.

B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.
2. Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant.
3. Acoustical sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements

specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical tile ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
6. Do not attach hangers to steel deck tabs.
7. Do not attach hangers to steel roof deck. Attach hangers to structural members.
8. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
9. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

E. Install acoustical tiles with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Install acoustical tile in accordance with manufacturer's written instructions.
2. Fit adjoining panels to form nominal ¼ inch (6mm) reveal joints. Scribe and cut tiles for accurate fit at perimeter and around penetrations.
3. Hold panel in compression when performing cuts. Match field cut edges with factory edges in accordance with the manufacturer's instructions.
4. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, as recommended by panel manufacturer's written instructions unless otherwise indicated.
5. Installation Tolerance: Maximum variation from flat and level surface is 1:360.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform the following tests and inspections of completed installations of acoustical tile ceiling hangers and anchors and fasteners in successive stages. Do not proceed with installations of acoustical tile ceiling hangers for the next area until test results for previously completed installations show compliance with requirements.

1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.

   a. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
   b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.

C. Acoustical tile ceiling hangers and anchors and fasteners will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.5 CLEANING

A. Clean exposed surfaces of acoustical tile ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

B. Protect installed acoustical tile ceilings until completion of project.

END OF SECTION 095123

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Resilient base.
2. Resilient molding accessories.

B. Related Sections:
1. Section 096519 RESILIENT TILE FLOORING for vinyl composition floor tile.
2. Section 096813 TILE CARPETING.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product indicated.

C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches (300 mm) long, of each resilient product color, texture, and pattern required.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Mockups: Provide resilient products with mockups specified in other Sections.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.7 PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

A. Resilient Base:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Armstrong World Industries, Inc.
b. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
c. Flexco, Inc.
d. Johnsonite.
e. Roppe Corporation, USA.

B. Resilient Base Standard: ASTM F 1861.

1. Material Requirement: Type TP (rubber, thermoplastic).
2. Style: Cove (base with toe).

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Finish: As selected by Commissioner from manufacturer's full range.

I. Colors and Patterns: As selected by Commissioner from full range of industry colors.

2.2 RESILIENT MOLDING ACCESSORY

A. Resilient Molding Accessory:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

   a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
   b. Flexco, Inc.
   c. Johnsonite.
   d. Roppe Corporation, USA.

B. Description: Nosing for carpet, nosing for resilient floor covering, reducer strip for resilient floor covering, joiner for tile and carpet and transition strips.

C. Material: Rubber.

D. Colors and Patterns: As selected by Commissioner from full range of industry colors.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), except that adhesive for rubber stair treads shall have a VOC content of 60 g/L or less.

C. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.

D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.

E. Floor Polish: Provide protective liquid floor polish products as recommended by resilient stair tread manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Treads and Accessories: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
4. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
2. Inside Corners: Use straight pieces of maximum lengths possible.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

B. Perform the following operations immediately after completing resilient product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from resilient stair treads before applying liquid floor polish.

1. Apply three coats.

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Vinyl composition floor tile (VCT).

B. Related Sections:

1. Section 096513 RESILIENT BASE AND ACCESSORIES for resilient base, reducer strips, and other accessories installed with resilient floor coverings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in millwork, cabinets, and cutouts.

C. Samples for Initial Selection: For each type of floor tile indicated.

D. Samples for Verification: Full-size units of each color and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 ATTIC STOCK

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by manufacturer for installation techniques required.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups for floor tile including resilient base and accessories.

a. Size: Minimum 100 sq. ft. (9.3 sq. m) for each type, color, and pattern in locations directed by the Owner.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.9 PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Close spaces to traffic during floor tile installation.

D. Close spaces to traffic for 48 hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Armstrong World Industries, Inc.
2. Congoleum Corporation.
3. Mannington Mills, Inc.
4. Tarkett, Inc.

B. Tile Standard: ASTM F 1066, Class 2, through pattern.

C. Wearing Surface: Smooth.

D. Thickness: 0.125 inch (3.2 mm).

E. Size: 12 by 12 inches (305 by 305 mm).

F. Colors and Patterns: As selected by the Commissioner from the full range of the manufacturer's colors.

G. Tile shall be static dissipative rated.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.

1. Adhesives shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

   a. VCT Adhesives: Not more than 50 g/L.

C. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
4. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install floor tiles until they are same temperature as space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

1. Lay tiles square with room axis.

C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

1. Lay tiles with grain running in one direction.

D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.

G. Install floor tiles on covers for telephone and electrical ducts, raised floor trays, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.

B. Perform the following operations immediately after completing floor tile installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish. Apply three coats.

E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

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SECTION 096813 – TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. This Section includes the following:

1. Furnishing and installation of carpeting. (Installer will follow manufacturer's recommended installation procedures and products to insure carpet manufacturer's full warranty as specified elsewhere in this section.)

B. Related Requirements:

1. Section 096513 RESILIENT BASE AND ACCESSORIES for resilient wall base and accessories installed with carpet tile.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate required.

B. Shop Drawings: Show the following:

1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
2. Carpet type, color, and dye lot.
3. Locations where dye lot changes occur.
4. Seam locations, types, and methods.
5. Type of installation.
6. Pattern type, repeat size, location, direction, and starting point.
7. Pile direction.
8. Type, color, and location of insets and borders.
9. Type, color, and location of edge, transition, and other accessory strips.
10. Transition details to other flooring materials.
11. Type of cushion.

C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1. Carpet: 18-inch square sample.
2. Carpet Seam: 6-inch sample.

D. Product Schedule: Use same room and product designations indicated on Drawings and in schedules.

E. Maintenance Data: For carpet to include in maintenance manuals specified in the General Conditions. Include the following:

1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

C. Product Options: Products and manufacturers named in Part 2 establish requirements for product quality in terms of appearance, construction, and performance. Other manufacturers' products comparable in quality to named products and complying with requirements may be considered.

D. Mockups: Before installing carpet, install mockups for each type of carpet installation required to demonstrate aesthetic effects and qualities of materials and execution. Install mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Install mockups in the location and of the size indicated or, if not indicated, as directed by Owner.
2. Notify Owner seven days in advance of dates and times when mockups will be installed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Owner's approval of mockups before starting work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with CRI 104, Section 5, "Storage and Handling."

1.6 PROJECT CONDITIONS

A. General: Comply with CRI 104, Section 6.1, "Site Conditions; Temperature and Humidity."

B. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

C. Do not install carpet over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet manufacturer.

D. Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:

1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.8 WARRANTY

A. Manufacturer must guarantee the following:

B. Static Protection - Warrant that the carpet will give protection from static discharges in excess of 3.0KV when tested under the Standard shuffle test method (at 70 degrees F and 20 RH) during the life of the carpet.

C. Edge Ravel - Warrant that under normal use no edge ravel will occur at edge or under seams for the life of the carpet.

D. Secondary Backing Adhesion - Warrant that the secondary backing of the carpet will not delaminate during the life of the carpet. Chair pads shall not be required to maintain this warranty regardless of whether installation is direct to the floor or tackless installation over cushion.

E. Wear - Warrant that no more than 10 percent face yarn loss throughout the life of the carpet.

F. Tuft bind - Warrant that the carpet will have 20 lb. tuft bind, wet or dry, throughout the life of the carpet.

G. Stain resistance - Warrant that stain resistance is permanent and cannot be removed by commercial cleanings or abrasive wear. Topical stain resistant treatments are not acceptable.

H. Written warranty, signed by carpet manufacturer agreeing to replace carpet that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.

I. Warranty Period: 10 years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet: Full tiles equal to 5 percent of amount installed for each type and color indicated, but not less than 10 sq. yd. of each color.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Mohawk Carpet, LLC.
2. Shaw Contract Group.
3. Mannington Mills, Inc.
4. Atlas Carpet Mills, Inc.

B. There will be four (4) different carpet tile types used on this project.

C. Color: As selected by the Commissioner from manufacturer's full range.

D. Pattern: As selected by the Commissioner from manufacturer's full range.

E. Fiber Content: 100 percent nylon 6, 6.

F. Pile Characteristic: Textured loop pile.

G. Construction: Tufted.

H. Density: Minimum 8,500 oz./cu. yd..

I. Pile Thickness: 0.095 inch average (2.4mm) for finished carpet tile.

J. Stitches: 11.7 stitches per inch (46.06 per 10 cm).

K. Gage: 1/10 (39.37 rows per 10cm).

L. Face Weight: Minimum 30 oz./sq. yd. for finished carpet tile.

M. Primary Backing/Backcoating: Fiberglass-reinforced PVC.

N. Secondary Backing: Manufacturer's standard material.

O. Size: 24 by 24 inches (610 by 610 mm).

P. Applied Soil-Resistance Treatment: Manufacturer's standard material.

Q. Antimicrobial Treatment: Manufacturer's standard material.

R. Performance Characteristics: As follows:

1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
2. Critical Radiant Flux Classification: To meet NFPA Class 1 as tested by ASTM E 648 glue down.
3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
4. Tuft Bind: 20 lb. guaranteed for life of carpet..
5. Delamination: Not less than 4 lbf/in. (18 N/mm) according to ASTM D 3936.
6. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.
7. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
8. Resistance to Insects: Comply with AATCC 24.
9. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
10. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) according to AATCC 16, Option E.
11. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
12. Electrostatic Propensity: Less than 2.5kV according to AATCC 134.
13. Emissions: Provide carpet tile that complies with testing and product requirements of CRI's "Green Label Plus" program.

2.2 INSTALLATION ACCESSORIES

A. Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and that is recommended by the carpet manufacturer.

B. Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Verify that substrates and conditions are satisfactory for carpet installation and comply with requirements specified.

B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:

1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness

characteristics by performing bond and moisture tests recommended by the carpet manufacturer.

2. Subfloor finishes comply with requirements specified in Division 3 Section "Cast-in-Place Concrete" for slabs receiving carpet.
3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.

C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by the carpet manufacturer.

D. Broom and vacuum clean substrates to be covered immediately before installing carpet. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

A. The direction of the carpet tile pattern shall be selected by the Commissioner.

B. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

C. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.

D. Maintain dye lot integrity. Do not mix dye lots in same area.

E. Maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position, do not place seams perpendicular to door frame, in direction of traffic through doorway. Do not bridge building expansion joints with continuous carpet.

F. Extend carpet into/under toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

G. Provide cutouts where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.

H. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.

I. Comply with manufacturer's recommendations for seam locations and direction of carpet.

J. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer, to provide sufficient strength for stretching and continued stresses during life of carpet..

K. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.

L. Fit sections of carpet prior to application of adhesive. Trim edges and butt cuts with seaming cement.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet:

1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
2. Remove yarns that protrude from carpet surface.
3. Vacuum carpet using commercial machine with face-beater element.

B. Protect installed carpet to comply with CRI 104, Section 15, "Protection of Indoor Installations."

C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 096813

SECTION 099123 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following substrates:

1. Wood.
2. Gypsum board.
3. Concrete.
4. Concrete Masonry Units (CMU).
5. Galvanized metal, including exposed ductwork of mechanical systems.

B. For surfaces and materials scheduled to be painted, contractor shall include for the purposes of his/her bid the cost of using FOUR (4) different colors throughout the job with many of the surfaces to receive more than one color (example, decorative details such as reveals. Profiles, etc. shall be painted in different colors, distinct from the surface field colors). Minimum one coat primer and three (3) successive top coats.

1.3 DEFINITIONS

A. Gloss Level 1: Matte finish, flat. Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 2: Velvet-like finish, flat. Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 3: Eggshell-like finish. 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 4: Satin-like finish. 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. Gloss Level 5: Semi-gloss finish. 35 to 70 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 6: Gloss finish. 70 to 85 units at 60 degrees, according to ASTM D 523.

G. Gloss Level 7: High gloss finish. More than 85 units at 60 degrees, according to ASTM D 523.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of topcoat product indicated.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

1.5 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Architect will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by the Commissioner at no added cost to the City of New York.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Benjamin Moore & Co.
2. PPG Architectural Finishes, Inc.
3. Sherwin-Williams Company (The).
4. Pratt and Lambert (P & L).

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or finishing shop:

1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
2. Nonflat Paints and Coatings: VOC content of not more than 150 g/L.
3. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
4. Restricted Components: Paints and coatings shall not contain any of the following:

    a. Acrolein.
    b. Acrylonitrile.
    c. Antimony.
    d. Benzene.
    e. Butyl benzyl phthalate.
    f. Cadmium.
    g. Di (2-ethylhexyl) phthalate.
    h. Di-n-butyl phthalate.
    i. Di-n-octyl phthalate.
    j. 1,2-dichlorobenzene.
    k. Diethyl phthalate.
    l. Dimethyl phthalate.
    m. Ethylbenzene.
    n. Formaldehyde.
    o. Hexavalent chromium.
    p. Isophorone.
    q. Lead.
    r. Mercury.
    s. Methyl ethyl ketone.
    t. Methyl isobutyl ketone.
    u. Methylene chloride.
    v. Naphthalene.
    w. Toluene (methylbenzene).
    x. 1,1,1-trichloroethane.
    y. Vinyl chloride.

C. Colors: As selected by the Commissioner from manufacturer's full range.

2.3 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

2.4 METAL PRIMERS

A. Primer, Galvanized, Water Based: MPI #134.

B. Vinyl Wash Primer: MPI #80.

2.5 WOOD PRIMERS

A. Interior Latex-Based Wood Primer: MPI #39.

2.6 LATEX PAINTS

A. Interior Latex (Flat): MPI #53 (Gloss Level 1).

B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).

C. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).

D. Interior Latex (Satin): MPI #43 (Gloss Level 4).

E. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).

F. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.
2. Gypsum Board: 12 percent.
3. Concrete: 12 percent.
4. Masonry (clay or CMU): 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

D. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

E. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

F. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

G. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

H. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

I. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

J. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Testing of Paint Materials: The City of New York reserves the right to invoke the following procedure at any time and as often as the City of New York deems necessary during the period when paints are being applied:

1. The Commissioner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance with product requirements.
3. The Commissioner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by the Commissioner, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Wood Substrates: Including wood trim, architectural woodwork, doors and wood-based panel products.

1. Latex System:

a. Prime Coat: Primer, latex, for interior wood, MPI #39.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, satin (Gloss Level 4), MPI #43.

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, latex, for interior wood, MPI #39.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, eggshell, institutional low odor/VOC, (Gloss Level 3), MPI #145.

B. Gypsum Board Substrates:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior, MPI #50.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

C. Concrete Substrates, Non-traffic Surfaces:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior, MPI #50.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, eggshell (Gloss Level 3), MPI #52.

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, eggshell (Gloss Level 3), MPI #145.

D. CMU Substrates:

1. Latex System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, satin (Gloss Level 4), MPI #43.

2. Institutional Low-Odor/VOC Latex System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, satin (Gloss Level 4).

E. Steel Substrates:

1. Latex over Alkyd Primer System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
b. Prime coat must be compatible with factory/shop applied primer.
c. Intermediate Coat: Latex, interior, matching topcoat.
d. Topcoat: Latex, interior, eggshell (Gloss Level 3), MPI #52.

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, eggshell (Gloss Level 3), MPI #145.

F. Galvanized-Metal Substrates:

1. Latex over Waterborne Primer System:

a. Prime Coat: Primer, galvanized, water based, MPI #134.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, matte, (Gloss Level 1), MPI #53.

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, galvanized, water based, MPI #134.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, matte (Gloss Level 1), MPI #143.

END OF SECTION 099123

SECTION 101423 - SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Room-identification signs.

B. Related Requirements:

1. Section 220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT for labels, tags, and nameplates for plumbing systems and equipment.
2. Section 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS for labels, tags, and nameplates for electrical equipment.

1.3 DEFINITIONS

A. Accessible: In accordance with the accessibility standard.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For panel signs.

1. Include fabrication and installation details and attachments to other work.
2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign.

C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.

1. Include representative Samples of available typestyles and graphic symbols.

D. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:

1. Panel Signs: Full-size Sample.
2. Room-Identification Signs: Full-size Sample.
3. Field-Applied, Vinyl-Character Signs: Full-size Sample of characters on glass.
4. Variable Component Materials: Full-size Sample of each base material, character (letter, number, and graphic element) in each exposed color and finish not included in Samples above.

E. Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For signs to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained by the manufacturer.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Deterioration of finishes beyond normal weathering.
b. Deterioration of embedded graphic image.
c. Separation or delamination of sheet materials and components.

2. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for signs.

2.2 SIGNS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. APCO Graphics, Inc.
2. ASI Modulex.
3. Best Sign Systems Inc.
4. Designer Sign Systems.
5. Going Sign Co.
6. Mohawk Sign Systems.
7. Nelson-Harkins Industries.
8. Poblocki Sign Company, LLC.

B. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Laminated-Sheet Sign: Photopolymer face sheet with raised graphics laminated over subsurface graphics to acrylic backing sheet to produce composite sheet.

   a. Composite-Sheet Thickness: 0.25 inch (6.35 mm) minimum.
   b. Surface-Applied Graphics: Applied vinyl film.
   c. Subsurface Graphics: Slide-in changeable insert.
   d. Color(s): As selected by the City of New York from manufacturer's full range.

2. Sign-Panel Perimeter: Finish edges smooth.

   a. Edge Condition: Square cut.
   b. Corner Condition in Elevation: Square.

3. Frame: Signs shall be solid color and unframed with square edge and removable inserts. At each sign provide 1 5/8" aluminum square edged linear accent at top and bottom.
4. Mounting: Surface mounted to wall with concealed fastening system.
5. Text and Typeface: Accessible raised characters and Braille. Arial typeface and variable content as scheduled. Finish raised characters to contrast with background color, and finish Braille to match background color.
6. Flatness Tolerance: Sign panel shall remain flat or uniformly curved under installed conditions as indicated and within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner.
7. Room identification signs shall be provided at the following locations:

a. All rooms, spaces, areas, closets and stairs, designated on the finish schedule, shall receive a room identification sign.

2.3 PANEL-SIGN MATERIALS

A. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

C. Acrylic Sheet: ASTM D 4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

D. Fiberglass Sheet: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and with manufacturer's standard finish.

E. PVC Sheet: Manufacturer's standard, UV-light stable, PVC plastic.

F. Plastic-Laminate Sheet: NEMA LD 3, general-purpose HGS grade, 0.048-inch (1.2-mm) nominal thickness.

G. Vinyl Film: UV-resistant vinyl film of nominal thickness indicated, with pressure-sensitive, permanent adhesive on back; die cut to form characters or images as indicated and suitable for exterior applications.

H. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.4 ACCESSORIES

A. Adhesives: As recommended by sign manufacturer and with a VOC content of 70 g/L or less for adhesives used inside the weatherproofing system and applied on-site when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

C. Hook-and-Loop Tape: Manufacturer's standard two-part tape consisting of hooked part on sign back and looped side on mounting surface.

2.5 FABRICATION

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly

mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
5. Internally brace signs for stability and for securing fasteners.

B. Surface-Engraved Graphics: Machine engrave characters and other graphic devices into panel surface indicated to produce precisely formed copy, incised to uniform depth.

1. Engraved Opaque Acrylic Sheet: Fill engraved graphics with manufacturer's standard enamel.
2. Face-Engraved Clear Acrylic Sheet: Fill engraved copy with manufacturer's standard enamel. Apply manufacturer's standard opaque background color coating to back face of acrylic sheet.
3. Engraved Plastic Laminate: Engrave through exposed face ply of plastic-laminate sheet to expose contrasting core ply.

C. Subsurface-Applied Graphics: Apply graphics to back face of clear face-sheet material to produce precisely formed image. Image shall be free of rough edges.

D. Subsurface-Engraved Graphics: Reverse engrave back face of clear face-sheet material. Fill resulting copy with manufacturer's standard enamel. Apply opaque manufacturer's standard background color coating over enamel-filled copy.

E. Shop- and Subsurface-Applied Vinyl: Align vinyl film in final position and apply to surface. Firmly press film from the middle outward to obtain good bond without blisters or fishmouths.

F. Signs with Changeable Message Capability: Fabricate signs to allow insertion of changeable messages as follows:

1. For slide-in changeable inserts, fabricate slot without burrs or constrictions that inhibit function. Furnish initial changeable insert. Furnish two blank inserts for each sign for the City of New York's use.

2.6 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.

2.7 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.

B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
2. Install signs so they do not protrude or obstruct according to the accessibility standard.
3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Room-Identification Signs and Other Accessible Signage: Install in locations on walls according to accessibility standard.

C. Mounting Methods:

1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
2. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.
3. Hook-and-Loop Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply sign component of two-part tape strips symmetrically to back of sign

and of suitable quantity to support weight of sign without slippage; push to engage tape adhesive. Keep tape strips 0.250 inch (6.35 mm) away from edges to prevent visibility at sign edges when sign is initially installed or reinstalled. Apply substrate component of tape to substrate in locations aligning with tape on back of sign; push and rub well to fully engage tape adhesive to substrate.

D. Field-Applied, Vinyl-Character Signs: Clean and dry substrate. Align sign characters in final position before removing release liner. Remove release liner in stages, and apply and firmly press characters into final position. Press from the middle outward to obtain good bond without blisters or fishmouths. Remove carrier film without disturbing applied vinyl film.

E. Signs Mounted on Glass: Provide opaque sheet matching sign material and finish onto opposite side of glass to conceal back of sign.

3.3 ADJUSTING AND CLEANING

A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.

B. Remove temporary protective coverings and strippable films as signs are installed.

C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by the Commissioner .

END OF SECTION 101423

SECTION 104400 - FIRE-PROTECTION SPECIALTIES

PART 1 - GENERAL

A. RELATED DOCUMENTS

1. The following documents apply to all required work for the project:

   a. The Contract Drawings.
   b. The Specifications.
   c. The General Conditions.
   d. The Addendum.
   e. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. This Section includes the following:

   1. Fire-protection cabinets for portable fire extinguishers.
   2. Portable fire extinguishers.

B. The Contractor shall provide seven (7) portable fire extinguishers and corresponding fire-protection cabinets. The cabinets and extinguishers shall be installed in the field per the direction of the Commissioner. The Contractor shall verify the cabinet and extinguisher type required by the local authorities having jurisdiction prior to issuing submittals to the Commissioner for review.

1.3 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire-protection specialties.

   1. Fire Extinguishers: Include rating and classification.
   2. Cabinets: Include roughing-in dimensions, details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type, trim style, and panel style.

B. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of cabinet finish indicated.

C. Samples for Verification: For each type of exposed cabinet finish required, prepared on Samples of size indicated below and of same thickness and material indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.

1. Size: 6-by-6-inch- (150-by-150-mm-) square Samples.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain fire extinguishers and cabinets through one source from a single manufacturer.

B. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Standard for Portable Fire Extinguishers."

C. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

1. Provide extinguishers listed and labeled by FM.

1.5 COORDINATION

A. Coordinate size of cabinets to ensure that type and capacity of fire extinguishers required by local agencies are accommodated.

B. Coordinate size of cabinets to ensure that type and capacity of hoses, hose valves, and hose racks indicated are accommodated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Portable Fire Extinguishers:
   a. J.L. Industries, Inc.
   b. Larsen's Manufacturing Company.
   c. Potter-Roemer; Div. of Smith Industries, Inc.

2. Fire-Protection Cabinets:
   a. J.L. Industries, Inc.
   b. Larsen's Manufacturing Company.
   c. Potter-Roemer; Div. of Smith Industries, Inc.

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: Carbon steel, complying with ASTM A 366/A 366M, commercial quality, stretcher leveled, temper rolled.

B. Aluminum: Alloy and temper recommended by aluminum producer and manufacturer for type of use and finish indicated, and as follows:

1. Sheet: ASTM B 209 (ASTM B 209M).
2. Extruded Shapes: ASTM B 221 (ASTM B 221M).

2.3 PORTABLE FIRE EXTINGUISHERS

A. General: Provide fire extinguishers of type, size, and capacity for each cabinet.

B. Multipurpose Dry-Chemical Type: UL-rated 4-A:60-B:C, 10-lb (4.5-kg) nominal capacity, in enameled-steel container.

1. The Contractor shall verify the cabinet and extinguisher type required by the local authorities having jurisdiction prior to issuing submittals to the Owner for review.

2.4 FIRE-PROTECTION CABINETS

A. Cabinet Construction: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld joints and grind smooth. Miter and weld perimeter door frames.

B. Surface-Mounted Cabinet: Cabinet box fully exposed and mounted directly on wall with no trim.

C. Door Material: Steel sheet.

D. Door Style: Fully glazed panel with frame.

E. Door Glazing: Tempered float glass (clear).

F. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide projecting lever handle with cam-action latch.

G. Door Construction: Fabricate doors according to manufacturer's standards, of materials indicated, and coordinated with cabinet types and trim styles selected.

1. Provide minimum 1/2-inch-thick door frames, fabricated with tubular stiles and rails, and hollow-metal design.
2. Provide inside latch and lock for break-glass panels.

H. Door Hardware: Provide manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide either lever handle with cam-action latch, or exposed or concealed door pull and friction latch. Provide concealed or continuous-type hinge permitting door to open 180 degrees.

2.5 ACCESSORIES

A. Mounting Brackets: Manufacturer's standard steel, designed to secure extinguisher, of sizes required for types and capacities of extinguishers indicated, with plated or baked-enamel finish. Provide brackets for extinguishers located in cabinets.

B. Lettered Door Handle: Provide one-piece, cast-iron door handle with the word "FIRE" embossed into face.

C. Identification: Provide lettering to comply with authorities having jurisdiction for letter style, color, size, spacing, and location. Locate as indicated by Architect.
   1. Identify fire extinguisher in cabinet with the words "FIRE EXTINGUISHER" applied to door.
      a. Application Process: Engraved.
      b. Lettering Color: Red.
      c. Orientation: Vertical.

D. Alarm: Provide manufacturer's standard alarm, which actuates when cabinet door is opened and is powered by the following:
   1. Batteries.

2.6 COLORS AND TEXTURES

A. Colors and Textures: As selected by the Commissioner from manufacturer's full range for these characteristics.

2.7 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.8 STEEL FINISHES

A. Surface Preparation: Clean surfaces of dirt, oil, grease, mill scale, rust, and other contaminants that could impair paint bond using manufacturer's standard methods.

B. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment.

1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, lead- and chromate-free, universal primer, selected for resistance to normal atmospheric corrosion, for compatibility with substrate and field-applied finish paint system indicated, and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.

C. Baked-Enamel Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-enamel finish consisting of prime coat and thermosetting topcoat. Comply with paint manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 2 mils (0.05 mm).

1. Color and Gloss: As selected by the Commissioner from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine walls and partitions for suitable framing depth and blocking where recessed and semirecessed cabinets are to be installed.

B. Examine fire extinguishers for proper charging and tagging. Remove and replace damaged, defective, or undercharged units.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing fire-protection specialties.

B. Install in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.

1. Fasten mounting brackets to structure and cabinets, square and plumb.
2. Fasten cabinets to structure, square and plumb.

3.3 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust cabinet doors that do not swing or operate freely.

B. Refinish or replace cabinets and doors damaged during installation.

C. Provide final protection and maintain conditions that ensure that cabinets and doors are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 104400

SECTION 123661 - SIMULATED STONE COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Quartz agglomerate countertops.

1.3 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge, skirt and divider profiles, methods of joining, and cutouts for plumbing fixtures.

C. Samples for Initial Selection: For each type of material exposed to view.

D. Samples for Verification: For the following products:

1. Quartz agglomerate countertop, with front edge, 8 by 10 inches (200 by 250 mm), of construction and in configuration specified.

1.4 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.5 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops.

PART 2 - PRODUCTS

2.1 QUARTZ AGGLOMERATE COMPONENTS

A. Configuration: Provide countertops with the following front style:

1. Front: Straight, slightly eased at top.
2. Backsplash: None.
3. Endsplash: None.

B. Countertops: 3/4-inch- (19-mm-) thick, quartz agglomerate with front edge built up with same material.

C. Fabrication: Fabricate countertops in one piece with shop-applied edges unless otherwise indicated. Comply with quartz agglomerate manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

2.2 COUNTERTOP MATERIALS

A. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue, made with binder containing no urea formaldehyde.

B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

C. Adhesives: Adhesives shall not contain urea formaldehyde.

D. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with the "Physical Characteristics of Materials" Article of ANSI SS1.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

a. Cambria.
b. Silestone, Cosentino USA.
c. Zodiaq, E. I. du Pont de Nemours and Company.
d. Caesarstone.

2. Color/Pattern: Colors shall be selected by the Commissioner from the above listed manufacturer's full range of patterns and colors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install countertops level to a tolerance of 1/8 inch in 8 feet (3 mm in 2.4 m).

B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Pre-drill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

1. Seal edges of cutouts in particleboard subtops by saturating with varnish.

END OF SECTION 123661

SECTION 144200 - WHEELCHAIR LIFTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Unenclosed, self-contained, vertical wheelchair lift, consisting of a platform supported by an electro-hydraulic lifting mechanism.
2. The lift shall be low-profile with no machine tower or shroud to maintain viewing lines. Lift shall have a slim profile platform to eliminate the need for a pit or access ramp.
3. Provide with standard gate configuration at lower landing and power operated gate configuration at upper landing.
4. Sidewall and gates of lift assembly shall consist of transparent windows.

1.3 REFERENCES

A. The lift shall be designed and tested in accordance with ASME A18.1-2005, ASME A17.5, ADAAG, ANSI A117.1 and NFPA 70 (NEC).

1.4 ACTION SUBMITTALS

A. Product Data: Submit manufacturer's drawings and product data.

B. Shop Drawings: Show location of lift, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Shop drawings shall be specific to the conditions in the field and shall document all adjacent construction, details and dimensions.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Manufacturer Qualifications:

1. Manufacturer shall be ISO 9001:2000 registered.
2. Manufacturer shall have not less than three (3) years of experience in the design and manufacture of vertical wheelchair lifts.

1.6 WARRANTY

A. Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair, restore, or replace wheelchair lift work that fails in materials or workmanship that do not comply with performance and other requirements specified in this Section within warranty period.

1. Warranty Period: One year from date of Substantial Completion.
2. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

B. Manufacturer's Warranty: Manufacturer's standard form in which the Manufacturer agrees to repair, restore, or replace wheelchair lift work that fails in materials or workmanship that do not comply with performance and other requirements specified in this Section within warranty period.

1. Warranty Period: Drivetrain - Twenty years from date of Substantial Completion.
2. Warranty Period: All other components - Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WHEELCHAIR LIFTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Ascension (a division of AGM), "Virtuoso".
2. Lehner Lifttechnik GmbH, "Liftboy 5".
3. Lift-U (a division of Hogan Manufacturing, Inc.), "Accessor III".

2.2 PHYSICAL AND OPERATIONAL CHARACTERISTICS

A. Lifting capacity: 750 pounds (341kg).

B. Vertical speed: Seven (7) feet per minute (2.1m per minute).

C. Vertical travel: 33 inches (to be verified in the field).

D. Drive type: Direct-acting hydraulic.

E. Electrical requirements:

1. 120VAC, 60 hertz, single phase, 15 amp service.

2. All control and operating circuits shall be serviced by a 12VDC power supply.
3. Contractor shall also provide power and control wiring for power-operated upper landing platform gate.
4. Electrical components shall be UL listed.
5. Electrical system shall be certified to ASME A17.5 by an independent testing laboratory.
6. Lift shall include a lockable fused disconnect in accordance with NFPA 70 (NEC).

F. Platform gate configuration:

1. Upper landing platform gate shall be left hinged when facing the lift from the upper landing and power operated.
2. Lower landing platform gate shall be right hinged when facing the lift from the lower landing, manually operated.

G. Lift shall include three (3) constant pressure "UP/DOWN" switches located outside of the platform at both ends and inside the platform.

H. The passenger control station shall be provided with a separate "PUSH TO STOP" emergency button. The emergency stop button shall lock when pushed and require manual reset before operation can resume.

I. The lower landing side platform gate shall be provided with a mechanical interlock that prevents the platform gate from being opened whenever the platform is more than 2 inches (50mm) above the full down position.

2.3 DIMENSIONS

A. Platform size: 36 inches x 54 inches (914mm x 1371mm) with 43 inches (1092mm) high sidewalls and platform gates.

B. No part of the lift shall stand over 44 inches (1117mm) high when the platform is on the ground.

2.4 MATERIALS

A. The base frame and guide rails shall be constructed from ASTM A36 structural steel, 1/4 inch (6.35mm) thick minimum.

B. The platform shall be constructed from ASTM A36, AISI 1018 or AISI 1020 steel.

C. The windows shall be fabricated from 1/4 inch (6.35mm) thick, high-impact strength, clear thermoplastic.

D. The safety skirt shall be constructed from rigid plastic.

2.5 FINISHES

A. All metal components shall be thoroughly cleaned to remove any foreign substance. Exposed metal surfaces shall be finished with an oven-baked powder coating.

B. Finish Color: As selected by the Commissioner from manufacturer's full range.

2.6 SAFETY DEVICES

A. The lift shall include the following safety features for protection of the passenger and the general public.

1. Grounded electrical system.
2. 12 VDC operating controls.
3. Constant pressure operating switches.
4. Emergency stop button at passenger control station.
5. Electro-mechanical interlock to prevent accidental opening of lower landing side platform gate.
6. Switches to prevent platform movement if either platform gate is open.
7. Safety skirt that completely encloses and protects the area under the platform with switches to stop platform movement in case of excess skirt deflection.
8. 43 inch (1092mm) high sidewalls and platform gates.
9. Unobstructed view through transparent sidewalls and platform gates.
10. Grab bar extending full length of inside wall.
11. Slip resistant surfaces on platform floor.
12. Structural safety factors as specified in ASME A18.1.
13. Self-closing platform gates.
14. Alarm and lighted alarm switch on platform.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine wheelchair lift areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Verify critical dimensions and examine supporting structure and other conditions under which wheelchair lift work is to be installed.

B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Welded Construction: Provide welded connections for installing wheelchair lift work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS workmanship and welding operator qualification standards.

B. Lubricate operating parts of systems as recommended by manufacturer.

C. Alignment: Reduce clearances to minimum, safe, workable dimension at each landing.

D. Leveling Tolerance: 1/4 inch (6 mm), up or down, regardless of load and travel direction.

E. Set sills flush with finished floor surface at landing. Fill space under sill solidly with nonshrink, nonmetallic grout.

3.3 FIELD QUALITY CONTROL

A. Acceptance Testing: On completion of wheelchair lift installation and before permitting wheelchair lift use, perform acceptance tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.

B. Advise Owner and authorities having jurisdiction in advance of dates and times that tests are to be performed on wheelchair lift.

C. Place rated load on platform and operate for several cycles to verify correct installation and operation. No mechanical failures shall occur and no wear that would affect the reliability of the lift shall be detected.

3.4 PROTECTION

A. Provide protective coverings, barriers, devices, signs, and procedures as needed to protect wheelchair lift and wheelchair lift equipment during construction.

B. Use of the wheelchair lift during construction is not allowed.

C. Engage wheelchair lift Installer to restore damaged work, if any, so no evidence remains of correction. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train the City of New York's maintenance personnel to operate, adjust, and maintain wheelchair lift.

B. Check operation of wheelchair lift with the City of New York's personnel present before date of Substantial Completion and again not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.

3.6 MAINTENANCE GUARANTEE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include twelve months' full maintenance by skilled employees of wheelchair lift Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Perform maintenance during normal working hours.
2. Perform emergency callback service during normal working hours with response time of one hour or less.
3. Include 24-hour-per-day, 7-day-per-week emergency callback service with response time of one hour or less.

END OF SECTION 144200

SECTION 210500 - COMMON WORK RESULTS FOR FIRE SUPPRESSION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Mechanical sleeve seals.
3. Sleeves.
4. Escutcheons.
5. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, and spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 SCOPE OF WORK

A. The Work of this Contract includes providing all labor, materials, accessories, services and tests necessary to install, complete and make ready for operation by the City of New York, all work as shown on the Drawings and as specified hereinafter.

1.5 REQUIREMENTS

A. All tests shall be made in the presence of the Commissioner or his representatives, and the local authorities having jurisdiction of the work to be tested, as may be directed; and at least 72 hours notice shall be given in advance of all tests.

B. The Work of this Contractor shall include the furnishing of all testing instruments, gauges, pumps, smoke machines, and other equipment required or necessary for tests, required by laws, rules and regulations and as specified.

C. Provide all other tests required by local inspectors and all other authorities having jurisdiction.

D. All appurtenances shall be operated after installation to determine whether or not they meet the requirements of the Specifications.

E. All defects disclosed in the work by tests and otherwise shall be made good or the Work replaced without additional cost to the City of New York. No caulking on screwed joints, cracks or holes will be acceptable.

F. Tests shall be repeated after any defects disclosed thereby have been made good or the work replaced if it is deemed necessary.

G. All tests shall be made at the expense of the Contractor.

H. Tests are not permitted to be made with air except as noted.

I. Contractor to provide required test plug tee fittings during erection of pipe system.

J. If the pipe installation fails to meet testing requirements, the Contractor shall determine at his own expense the source or sources of leakage, and he shall repair or replace all defective materials or workmanship. The completed pipe installation shall meet the requirements of the tests after the leaks have been corrected.

K. All piping which is to be enclosed in partitions or hung ceilings shall be tested and made tight when directed by the Construction Supervisor and in adequate time to permit the installation of partitions and ceilings. When necessary, the Contractor shall drain the piping and/or take over such precautions as required to prevent damage by freezing.

L. The Contractor shall also be responsible for the Work of other trades that may be damaged or disturbed by the tests, or the repair or replacement of his Work, and he shall, without extra charges, restore to its original condition any Work so damaged or disturbed.

1.6 SPRINKLER SYSTEM

A. Before any paint is applied, the sprinkler system shall be tested hydrostatically at not less than 200 psi pressure for two (2) hours minimum, and in accordance with all requirements of the authorities having jurisdiction and NFPA.

1.7 The test shall be made in the presence of the Building and Fire Department Inspectors, and all other authorities having jurisdiction, and to their satisfaction

1.8 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of narrow dimension of acoustical ceiling panels.

1.9 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

B. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

1.10 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Leak Test: After installation, charge systems 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. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Start and run excess-pressure pumps.
6. Coordinate with fire-alarm tests. Operate as required.
7. Coordinate with fire-pump tests. Operate as required.
8. Verify that equipment hose threads are same as local fire-department equipment.

C. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

1.11 CLEANING

A. Clean dirt and debris from sprinklers.

B. Remove and replace sprinklers with paint other than factory finish.

1.12 DEMONSTRATION

A. Train the City of New York's maintenance personnel to adjust, operate, and maintain specialty valves and pressure-maintenance pumps.

1.13 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Fire-Suppression 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.

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 21 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual Division 21 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, 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 or BAg1, unless otherwise indicated.

F. Solvent Cements for Joining CPVC Plastic Piping: ASTM F 493.

2.3 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

B. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

C. Pressure Plates: Carbon steel. Include two for each sealing element.

D. 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.

2.4 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

1. Under deck Clamp: Clamping ring with set screws.

E. PVC Pipe: ASTM D 1785, Schedule 40.

F. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.5 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 and rough brass.

D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.

1. Finish: Polished chrome-plated and rough brass.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 21 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. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

N. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.

O. Verify final equipment locations for roughing-in.

P. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 21 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.3 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 05 Section METAL FABRICATIONS for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor fire-suppression materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.4 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor fire-suppression materials and equipment.

B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

END OF SECTION 210500

SECTION 210517 - SLEEVES FOR FIRE SUPPRESSION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Sleeves.
2. Sleeve-seal systems.
3. Grout.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Galvanized-Steel Wall Pipes: ASTM A 53/A 53M, Schedule 40, with plain ends and welded steel collar; zinc coated.

C. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

D. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.

E. Galvanized-Steel-Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.2 SLEEVE-SEAL SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Advance Products & Systems, Inc.
2. CALPICO, Inc.

3. Metraflex Company (The).
4. Pipeline Seal and Insulator, Inc.
5. Proco Products, Inc.

C. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.

1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi, 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.

1. Sleeves are not required for core-drilled holes.

C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.

2. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.

D. Install sleeves for pipes passing through interior partitions.

1. Cut sleeves to length for mounting flush with both surfaces.
2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Division 07 Section JOINT SEALANTS

E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Division 07 Section PENETRATION FIRESTOPPING.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building.

B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.3 SLEEVE AND SLEEVE-SEAL SCHEDULE

A. Use sleeves and sleeve seals for the following piping-penetration applications:

1. Exterior Concrete Walls above Grade:

a. Piping Smaller Than NPS 6 Cast-iron wall sleeves.
b. Piping NPS 6 and Larger: Cast-iron wall sleeves.

2. Exterior Concrete Walls below Grade:

a. Piping Smaller Than NPS 6: Cast-iron wall sleeves with sleeve-seal system.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

b. Piping NPS 6 and Larger: Cast-iron wall sleeves with sleeve-seal system.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

3. Concrete Slabs-on-Grade:

a. Piping Smaller Than NPS 6: Cast-iron wall sleeves with sleeve-seal system with.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

b. Piping NPS 6 and Larger: Cast-iron wall sleeves with sleeve-seal system.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

4. Concrete Slabs above Grade:

a. Piping Smaller Than NPS 6: Galvanized-steel-pipe.
b. Piping NPS 6 and Larger: Galvanized-steel-pipe sleeves.

5. Interior Partitions:

a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves.

SECTION 210518 - ESCUTCHEONS FOR FIRE SUPPRESSION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Escutcheons.
2. Floor plates.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

A. One-Piece, Cast-Brass Type: With polished, chrome-plated finish and setscrew fastener.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.

C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

2.2 FLOOR PLATES

A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.

B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. Escutcheons for New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
b. Chrome-Plated Piping: One-piece, cast-brass type with polished, chrome-plated finish.

c. Insulated Piping: One-piece, stamped-steel type.
d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type.
h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type.
j. Bare Piping in Equipment Rooms: One-piece, cast-brass type with polished, chrome-plated finish.
k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type.

C. Install floor plates for piping penetrations of equipment-room floors.

D. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. New Piping: One-piece, floor-plate type.

3.2 FIELD QUALITY CONTROL

A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION 210518

SECTION 211313 - WET PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Sprinklers.

1.3 SYSTEM DESCRIPTIONS

A. Wet-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing water and that is connected to water supply through alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

1.4 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

B. Sprinkler system basis of design shall be in accordance with the following:

1. Margin of Safety for Available Water Flow and Pressure: 10 percent, including losses through water-service piping, valves, and backflow preventers.
2. Sprinkler Occupancy Hazard Classifications:

    a. Public Areas: Light Hazard.

3. Minimum Density for Automatic-Sprinkler Piping Design:

    a. Light-Hazard Occupancy: 0.10 gpm over 1500-sq. ft. area.

4. Maximum Protection Area per Sprinkler: Per UL listing.
5. Maximum Protection Area per Sprinkler:

    a. Public Areas: 225 sq. ft.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For wet-pipe sprinkler systems. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

C. Hydraulic Calculation Submittal: For sprinkler systems indicated to comply with performance requirements, design criteria, and Basis of Design, provide a hydraulic analysis of the as-built sprinkler system signed and sealed by a licensed New York State professional engineer responsible for their preparation.

D. Qualification Data: For qualified Installer.

E. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by the Commissioner, including hydraulic calculations if applicable.

F. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."

G. Field quality-control reports.

H. Operation and maintenance data.

I. A set of finalized hydraulic calculations.

1.6 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include fabricating, and installing sprinkler systems to comply with performance requirements, design criteria, and Basis of Design. Performing a fire-hydrant flow test prior to the commencement of any work and reporting test results to the Commissioner for review.

a. Preparation of working plans, calculations, and field test reports by a licensed professional engineer.

B. 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.

C. NFPA Standards: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13R, "Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height."

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

2.2 STEEL PIPE AND FITTINGS

A. Standard Weight, Black-Steel Pipe: ASTM A 53/A 53M, Type E. Pipe ends may be factory or field formed to match joining method.

B. Schedule 40, Black-Steel Pipe: ASTM A 135; ASTM A 795/A 795M, Type E; or ASME B36.10M, wrought steel; with wall thickness not less than Schedule 40. Pipe ends may be factory or field formed to match joining method.

C. Black-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, standard-weight, seamless steel pipe with threaded ends.

D. Uncoated, Steel Couplings: ASTM A 865, threaded.

E. Uncoated, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.

F. Malleable- or Ductile-Iron Unions: UL 860.

G. Cast-Iron Flanges: ASME 16.1, Class 125.

H. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.

I. Grooved-Joint, Steel-Pipe Appurtenances:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Anvil International, Inc.
b. Corcoran Piping System Co.
c. National Fittings, Inc.
d. Shurjoint Piping Products.
e. Tyco Fire & Building Products LP.
f. Victaulic Company.

2. Pressure Rating: 175 psig minimum.

3. Uncoated, Grooved-End Fittings for Steel Piping: ASTM A 47/A 47M, malleable-iron casting or ASTM A 536, ductile-iron casting; with dimensions matching steel pipe.

4. Grooved-End-Pipe Couplings for Steel Piping: AWWA C606 and UL 213, rigid pattern, unless otherwise indicated, for steel-pipe dimensions. Include ferrous housing sections, EPDM-rubber gasket, and bolts and nuts.

5. CPVC Pipe and Fittings – ASTM 1785, SCHEDULE 40

2.3 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick ASME B16.21, nonmetallic and asbestos free.

1. Class 125, Cast-Iron Flat-Face Flanges: Full-face gaskets.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Solvent Cement for Joining CPVC Piping – ASTM F493.

2.4 LISTED FIRE-PROTECTION VALVES

A. General Requirements:

1. Valves shall be UL listed or FM approved.
2. Minimum Pressure Rating: 175 psig.

2.5 SPRINKLERS

A. Manufacturers: Subject to compliance with requirements provide products by one of the following:

1. AFAC Inc.
2. Globe Fire Sprinkler Corporation.
3. Reliable Automatic Sprinkler Co., Inc.
4. Tyco Fire & Building Products LP.
5. Venus Fire Protection Ltd.
6. Victaulic Company.
7. Viking Corporation.

B. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating for Residential Sprinklers: 175 psig (1200 kPa) maximum.
3. Pressure Rating for Automatic Sprinklers: 175 psig (1200 kPa) minimum.
4. Pressure Rating for High-Pressure Automatic Sprinklers: 250 psig minimum

C. Automatic Sprinklers with Heat-Responsive Element:

1. Early-Suppression, Fast-Response Applications: UL 1767.
2. Nonresidential Applications: UL 199.
3. Residential Applications: UL 1626.
4. Characteristics: Nominal 1/2-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.

D. Sprinkler Finishes:

1. Chrome plated.
2. Bronze.
3. Painted.

E. Special Coatings:

1. Wax.
2. Lead.
3. Corrosion-resistant paint.

F. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

1. Ceiling Mounting: Chrome-plated steel, one piece, flat.
2. Sidewall Mounting: Chrome-plated steel, one piece, flat.

G. Sprinkler Guards:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the:

   a. Reliable Automatic Sprinkler Co., Inc.
   b. Tyco Fire & Building Products LP.
   c. Victaulic Company.
   d. Viking Corporation.

2. Standard: UL 199.
3. Type: Wire cage with fastening device for attaching to sprinkler.

PART 3 - EXECUTION

3.1 WATER-SUPPLY CONNECTIONS

A. Connect sprinkler piping to building's interior water-distribution piping. Comply with requirements for interior piping in Division 22 Section "Domestic Water Piping."

B. Install shutoff valve pressure gage, drain, and other accessories indicated at connection to water-distribution piping.

C. Install shutoff valve, pressure gage, and drain at connection to water supply.

3.2 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.

1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with the Commissioner before deviating from approved working plans.

B. Piping Standard: Comply with requirements for installation of sprinkler piping in NFPA 13.

C. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

3.3 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.

B. Install unions adjacent to each valve in pipes NPS 2 and smaller.

C. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 and larger end connections.

D. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

E. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

F. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

G. 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.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

3.4 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of acoustical ceiling panels.

B. Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.

C. Install sprinklers into flexible, sprinkler hose fittings and install hose into bracket on ceiling grid.

3.5 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Leak Test: After installation, charge systems 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. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Start and run excess-pressure pumps.
6. Coordinate with fire-alarm tests. Operate as required.
7. Coordinate with fire-pump tests. Operate as required.
8. Verify that equipment hose threads are same as local fire-department equipment.

C. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.6 CLEANING

A. Clean dirt and debris from sprinklers. Remove and replace sprinklers with paint other than factory finish.

END OF SECTION 211313

SECTION 220010 - GENERAL REQUIREMENTS FOR PLUMBING WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SCOPE OF WORK

A. The Work consists of providing all labor, materials, equipment and other incidental items required to do the following:

1. Install Pantry sink and associated piping, hangers, valves, etc.

2. Miscellaneous Contract Work:

   a. Perform all shutdown and restoration of services. Perform all required tests. Flush systems clean of debris and adjust for proper operation.
   b. Obtain all permits.
   c. Follow "Dust Control" in performing removal and demolition work.

1.03 CODES AND STANDARDS

A. Work performed under this Contract shall conform to the Building Code of the City of New York and all applicable laws, ordinances, regulations, codes (state, local and federal), and shall be subject to control of public authorities having jurisdiction.

B. Wherever requirements of such laws, codes, regulations differ from the drawings or specifications, they shall take precedence over the drawings specifications, and are expressly made part of the Contract, except where the drawings or specifications are more stringent or require better materials, which would also be acceptable to authorities (i.e., the more stringent requirements shall always apply).

C. Comply with Occupational Safety and Health Act (OSHA) requirements.

D. All plumbing work must be performed by or under the supervision of a NYC master licensed plumber.

1.04 FEES, PERMITS AND INSPECTIONS

A. Secure all permits and pay all fees required by local and state governing bodies necessary to complete the construction. Failure to investigate all applicable payments before the bid submission

shall not constitute grounds for additional monies from the City of New York. The Commissioner shall be furnished with all certificates of approval.

B. Fees, permits, taxes, or certificates required by governing bodies, Board of Fire Underwriters, B.S.A, M.E.A., or other agencies affecting work as specified herein, or required for Certificates of Occupancy, shall be obtained and paid for by the Contractor as part of basic contract.

1.05 CARE OF WORK AND SAFEGUARDS

A. Protect the work from damage by any cause until it is completed and accepted by the Commissioner.

B. Any damaged property resulting from work performed either by the Contractor, his subcontractors, or anyone in his employ shall be repaired and restored to its original state at no cost to the City of New York.

1.06 REFERENCE DOCUMENTS AND STANDARDS

A. Accepted plumbing standards and organization whose abbreviations are used to identify such standards are listed below:

1. A.N.S.I., American National Standards Institute, Inc.
2. A.S.S.E., American Society of Sanitary Engineering.
3. A.S.T.M., American Society for Testing and Materials.
4. A.W.W.A., American Water Works Association.
5. C.I.S.P.I., Cast Iron Soil Pipe Institute.
6. C.S., Commercial Standard - National Bureau of Standards.
7. F.S., Federal Specifications.
8. P.D.I., Plumbing and Drainage Institute.
9. U.L., Underwriters Laboratories.
10. F.M., Factory Mutual.

1.07 GUARANTEE

A. In addition to the requirements stated in the specifications, guarantee all equipment, materials and appurtenances installed to be free from all defects. Upon written notice from the Authority, promptly correct all defects without additional cost to the City of New York. Make good, at no extra cost any defects in materials or workmanship that may appear. The guarantee period shall be from one (1) year after final inspection and acceptance of the project.

PART 2 - PRODUCTS

2.01 QUALITY OF MATERIALS AND SUBSTITUTIONS

A. Materials furnished and installed shall be new and of makes and sizes specified or indicated, unless permission is obtained in writing to substitute equipment and materials for approval before placing orders. Workmanship must be first class in every respect.

B. Replace any defective work at his own expense immediately upon notification.

C. Remove material or equipment installed before Contractor obtained "No Exception taken" or "Make Corrections Noted" comment, and/or in the opinion of the Commissioner the material or equipment does not meet intent of Drawings and Specifications, at no extra cost to City of New York. The Commissioner shall have right for final approval or disapproval for any material.

D. Note that comments "No Exception taken" or "Make Corrections Noted" marked on shop drawings or other information submitted in accordance with requirements hereinbefore specified does not assure that the Commissioner attests to dimensional accuracy or dimensional suitability of material or equipment involved or mechanical performance of equipment. Comments on shop drawings does not invalidate Plans and Specifications if shop drawings are in conflict with Plans and Specifications.

2.02 PRODUCT HANDLING

A. In addition to the requirements of the General Conditions, the Contractor shall be responsible for the following:

1. Responsibility for care and protection of plumbing work rests with the Contractor until it has been tested and accepted.
2. After delivery, before, during and after installation, protect equipment and materials against theft, injury and damage for all causes.
3. Coat polished or plated metal part with Vaseline immediately after installation.
4. Protect equipment outlets and pipe, openings with caps.

B. Receive, properly house, handle, hoist, deliver to proper location, equipment and other materials required for the contract.

2.03 MATERIALS

A. Design:

1. Unless otherwise specified, equipment or material of same type or classification, used for the same purpose, shall be products of the same manufacturer. All material shall be new and of the latest design of manufacturer providing equipment or materials.
2. Equipment and accessories not specifically described or identified by manufacturer's catalog numbers shall be designed in conformity with ASME, or other applicable technical standards, suitable for maximum working pressure and shall have neat and finished appearance.

PART 3 - EXECUTION

3.01 SUPERVISION

A. Upon initiation of construction, keep a suitable force of men (including supervisory personnel) on the site at all times.

3.02 COORDINATION

A. Schedule construction and time limitations for each phase of the work. Work shall be coordinated to permit proper setting of the work of other trades.

B. Where piping work and appurtenances are in place prior to completion of adjacent concrete and masonry work, protect work against damage and displacement until construction is completed.

3.03 CLEANING AND PROTECTION

A. Protect piping, and all other equipment during storage at site, from damage, rain, dirt, and ground water.

B. After completion of project, clean exterior surface of equipment included in this Division.

C. During erection protect piping and equipment from damage and dirt. Cap the open top of piping installed vertically.

D. Contractor shall be fully responsible for the safety of trade materials and tools on the job until final completion.

E. Contractor shall protect the work equipment and material of all other trades from damage by the work or other personnel, and shall make good all damage thus caused.

F. Contractor shall be responsible for all work, materials and equipment until finally inspected, tested and accepted; protect work against theft, injury or damage; and carefully store material and equipment received on site which are not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstruction material. Contractor shall cover and protect in an acceptable manner to the Commissioner, all equipments and materials from damage due to water, spray-on fireproofing, construction debris, etc.

G. Clean equipment and piping of iron cuttings and other foreign matters, as they are installed particular attention should be given to:

1. Valve seats and glands.
2. Flange or union faces or seats.

3.04 SHUTDOWNS

A. There shall be a minimum of interruption to the domestic hot and cold water supply to the residents. Schedule work so that shutdowns are performed only after all peripheral work has been performed and the shutdown made only as required for the connection.

B. Under no conditions may water service or any portion thereof be shut down for a period exceeding eight hours in any 24 hour period for replacement of piping. Shut down, and draining of the piping systems or any portion thereof is the responsibility of the Contractor. All work shall be performed between the hours of 8:00 A.M. and 4:00 P.M., and only after a minimum of 48 hours notice to the Development management. No shutdown will be permitted on weekends or legal holidays.

3.05 CUTTING AND PATCHING

A. Cutting, chasing, or boring in construction shall be done by this Contractor. Where existing foundations or walls below grade are involved, specific instructions shall first be obtained from the Commissioner.

B. Cutting, chasing or boring will not be permitted in bearing walls, trusses, girders, or similar structural items unless special permission is obtained from the Commissioner. Be responsible for damages resulting from failure to observe this provision.

3.06 ROUGH-IN

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

3.07 WELDING PROCEDURES

A. Solder joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube ends. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

B. Braised joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

C. Standard flared compression fittings may be used on annealed copper tubing up to 3/4" diameter. All fittings shall be in accordance with ANSI standard B16.26.

D. Soldered joints are to be coated with a paste form of flux consisting of a petrolatum base impregnated with zinc and ammonium chloride.

E. Soldered joints are not to be "pretinned" prior to assembly. Soldered and brazed joints shall be thoroughly cleaned prior to assembly.

3.08 ADJUSTING AND BALANCING

A. Make all required adjustments to Plumbing system devices until all specified performances are met.

3.09 CLEAN-UP

A. Be responsible for the general clean-up of all areas affected by the work in the Contract. All rubbish and accumulative material shall be removed from the premises and the premises left "broom clean" upon completion.

3.10 HOISTING AND SCAFFOLDING

A. Furnish, install, operate and maintain in safe condition hoisting equipment and machinery required for the project to properly carry out and complete the work.

B. Hoisting equipment and machinery, and operation to comply in all respects to applicable federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the work.

C. Provide all scaffolding, ladders and other equipment required for the proper execution of this work, all of which must conform to all laws, rules and regulations governing same.

END OF SECTION 220010

SECTION 220523 - GENERAL DUTY VALVES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. Section Includes:

1. Ball valves.

1.03 DEFINITIONS

A. CWP: Cold working pressure.

B. EPDM: Ethylene propylene copolymer rubber.

C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

D. NRS: Non-rising stem.

E. OS&Y: Outside screw and yoke.

F. RS: Rising stem.

G. SWP: Steam working pressure.

1.04 SUBMITTALS

A. Product Data: For each type of valve indicated.

1.05 QUALITY ASSURANCE

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:

1. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
2. ASME B31.1 for power piping valves.
3. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.06 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 and plug 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.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS FOR VALVES

A. Refer to valve schedule articles for applications of valves.

B. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

C. Valve Sizes: Same as upstream piping unless otherwise indicated.

D. Valves in Insulated Piping: With 2-inch (50-mm) stem extensions and the following features:
1. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.

E. Valve-End Connections:

1. Flanged: With flanges according to ASME B16.1 for iron valves.
2. Threaded: With threads according to ASME B1.20.1.

F. Valve Bypass and Drain Connections: MSS SP-45.

2.02 BRASS BALL VALVES

A. Two-Piece, Full-Port, Brass Ball Valves with Stainless-Steel Trim:

1. 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:

a. Crane Co.; Crane Valve Group; Crane Valves.

b. Crane Co.; Crane Valve Group; Jenkins Valves.
c. Hammond Valve.
d. Milwaukee Valve Company.

2. Description:

a. Standard: MSS SP-110.
b. SWP Rating: 150 psig (1035 kPa).
c. CWP Rating: 600 psig (4140 kPa).
d. Body Design: Two piece.
e. Body Material: Forged brass.
f. Ends: Threaded.
g. Seats: PTFE or TFE.
h. Stem: Stainless steel.
i. Ball: Stainless steel, vented.
j. Port: Full.

2.03 BRONZE BALL VALVES

A. Two-Piece, Full-Port, Bronze Ball Valves with Stainless-Steel Trim:

1. 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:

a. Conbraco Industries, Inc.; Apollo Valves.
b. Crane Co.; Crane Valve Group; Crane Valves.
c. Hammond Valve
d. Milwaukee Valve Company.
e. NIBCO INC.
f. Watts Regulator Co.; a division of Watts Water Technologies, Inc.

2. Description:

a. Standard: MSS SP-110.
b. SWP Rating: 150 psig (1035 kPa).
c. CWP Rating: 600 psig (4140 kPa).
d. Body Design: Two piece.
e. Body Material: Bronze.
f. Ends: Threaded.
g. Seats: PTFE or TFE.
h. Stem: Stainless steel.
i. Ball: Stainless steel, vented.
j. Port: Full.

PART 3 - EXECUTION

3.01 EXAMINATION

A. 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.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. 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.

E. Do not attempt to repair defective valves; replace with new valves.

3.02 VALVE INSTALLATION

A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

B. Locate valves for easy access and provide separate support where necessary.

C. Install valves in horizontal piping with stem at or above center of pipe.

D. Install valves in position to allow full stem movement.

E. Install check valves for proper direction of flow and as follows:

3.03 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.

3.04 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valve applications are not indicated, use the following:

1. Shutoff Service: Ball or gate valves.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.

C. Select valves, except wafer types, with the following end connections:

1. For Copper Tubing, NPS 2 (DN 50) and Smaller: Threaded ends

3.05 COLD & HOT-WATER VALVE SCHEDULE

A. Pipe NPS 2 (DN 50) and Smaller:

1. Ball Valves: Two piece, full port, brass or bronze with stainless-steel trim.

END OF SECTION 220523

SECTION 220529 - HANGERS AND SUPPORTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 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. Fastener systems.
5. Equipment supports.

1.03 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."

1.04 PERFORMANCE REQUIREMENTS

A. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.05 SUBMITTALS

A. Product Data: For the following:

1. Steel pipe hangers and supports.

B. Welding certificates.

1.06 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX.

PART 2 - PRODUCTS

2.01 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.

2.02 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.

2.03 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.

2.04 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.

2.05 EQUIPMENT SUPPORTS

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

2.06 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 3 - EXECUTION

3.01 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment. Support horizontal piping in accordance with the following schedule:

1. All horizontal steel and copper pipe shall be supported at maximum intervals as follows:

Steel pipe - up to 1-1/4" - 7'-0"; 1-1/2" to 2-1/2" - 9'-0"; 3" and larger - 10'-0".

Copper tube and Brass Pipe - up to 1-1/4" - 5'-0"; 1-1/2" to 2-1/2" - 8'-0"; 3" and larger - 10'-0".

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. 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. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8 (DN 20 to DN 200).
3. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
4. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
5. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2 (DN 15 to DN 50).
6. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8 (DN 10 to DN 200).
7. Extension Hinged or 2-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3 (DN 10 to DN 80).
8. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
9. 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.
10. Adjustable, Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36 (DN 65 to DN 900), if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
11. 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.
12. 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.
13. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42 (DN 50 to DN 1050), if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
14. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24 (DN 50 to DN 600), if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.

F. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) piping installations.
3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.

5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F (49 to 232 deg C) piping installations.

G. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb (340 kg).
    b. Medium (MSS Type 32): 1500 lb (680 kg).
    c. Heavy (MSS Type 33): 3000 lb (1360 kg).

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.

H. 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.

I. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.

J. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

K. Use mechanical-expansion anchors instead of building attachments where required in concrete construction.

3.02 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. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

G. 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.

H. Install lateral bracing with pipe hangers and supports to prevent swaying.

I. 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.

J. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

K. 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.

L. 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.

a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.

3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.

a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.

4. Shield Dimensions for Pipe: Not less than the following:

a. NPS 1/4 to NPS 3-1/2 (DN 8 to DN 90): 12 inches long and 0.048 inch thick.
b. NPS 4 (DN 100): 12 inches (305 mm) long and 0.06 inch thick.
c. NPS 5 and NPS 6 (DN 125 and DN 150): 18 inches long and 0.06 inch thick.

5. Insert Material: Length at least as long as protective shield.

6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.03 EQUIPMENT SUPPORTS

A. Grouting: Place grout under supports for equipment and make smooth bearing surface.

B. Provide lateral bracing, to prevent swaying, for equipment supports.

3.04 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.

3.05 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).

END OF SECTION 220529

SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.
4. Stencils.
5. Valve tags.
6. Warning tags.

1.3 ACTION 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 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch
3. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches , 1/2 inch for viewing distances up to 72 inches , and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel rivets or self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black
3. Background Color: Blue
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F .
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch .
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches , 1/2 inch for viewing distances up to 72 inches , and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

D. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.

B. Letter Color: Yellow

C. Background Color: Red

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches , 1/2 inch for viewing distances up to 72 inches , and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full 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.

2.4 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: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass wire-link or beaded chain; or S-hook.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

2.5 WARNING TAGS

A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.

1. Size: Approximately 4 by 7 inches
2. Fasteners: Brass grommet and wire
3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
4. Color: Yellow background with black lettering.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

A. 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.

B. Pipe Label Color Schedule:

1. Domestic Water Piping:

a. Background Color: Blue
b. Letter Color: White

2. Sanitary Waste Piping:

   a. Background Color: Blue
   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: 2 inches, round
   b. Hot Water: 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: White

3.5 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 220553

SECTION 220700 - PLUMBING INSULATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. Section Includes:

1. Insulation Materials:

   a. Cellular glass.
   b. Mineral Fiber

2. Insulating cements.
3. Adhesives.
4. Mastics.
5. Sealants.
6. Factory-applied jackets.
7. Field-applied fabric-reinforcing mesh.
8. Field-applied cloths.
9. Tapes.
10. Securements

1.03 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

1.04 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.

1.05 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.

1.06 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 22 Section "Hangers and Supports."

B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application. Establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.07 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.

PART 2 - PRODUCTS

2.01 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.

2.02 INSULATING CEMENTS

A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Insulco, Division of MFS, Inc.; Triple I.
b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.

B. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C449/C449M.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. 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.

2.03 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass Adhesive: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F (minus 59 to plus 149 deg C).

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Products, Division of ITW; CP-96.
   b. Foster Products Corporation, H. B. Fuller Company; 81-33.

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers 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: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers 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.

2.04 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, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW; CP-35.
b. Foster Products Corporation, H. B. Fuller Company; 30-90.
c. ITW TACC, Division of Illinois Tool Works; CB-50.
d. Marathon Industries, Inc.; 590.
e. Mon-Eco Industries, Inc.; 55-40.
f. Vimasco Corporation; 749.

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.

2.05 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers 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.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F (Minus 73 to plus 149 deg C).
5. Color: White or gray.

B. ASJ Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW.
b. Foster Products Corporation, H. B. Fuller Company
c. Mon-Eco Industries, Inc.

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.

2.06 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.

2.07 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 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 (75 mm).
3. Thickness: 11.5 mils (0.29 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following]:

a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
b. Compac Corp.; 120.
c. Ideal Tape Co., Inc., an American Biltrite Company; 488 AWF.
d. Venture Tape; 3520 CW.

2. Width: 2 inches (50 mm).
3. Thickness: 3.7 mils (0.093 mm).
4. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

2.08 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. 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 or Type 316; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) 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 (0.51 mm) thick, 1/2 inch (13 mm) 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. Staples: Outward-clinching insulation staples, nominal 3/4-inch- (19-mm-) wide, stainless steel or Monel.

C. Wire: 0.062-inch (1.6-mm) soft-annealed, stainless steel.

1. Manufacturers: Subject to compliance with requirements available products that may be incorporated into the Work include, but are not limited to, the following:

   a. C & F Wire.
   b. Childers Products.
   c. PABCO Metals Corporation.
   d. RPR Products, Inc.

PART 3 - EXECUTION

3.01 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.

3.02 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.

3.03 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- (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 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 (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. Handholes.
5. Cleanouts.

3.04 PENETRATIONS

A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

1. Comply with requirements in Division 07 Section PENETRATION FIRESTOPPING and fire-resistive joint sealers.

3.05 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.

3.06 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.

3.07 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:

3.08 INDOOR PIPING INSULATION SCHEDULE

A. Water:

1. NPS 1 (DN 25) and Smaller: Insulation shall be one of the following:

a. Cellular Glass: 1-1/2 inches (38 mm) thick.
b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch (25 mm) thick.

2. NPS 1-1/4 (DN 32) and Larger: Insulation shall be one of the following:

a. Cellular Glass: 1-1/2 inches (38 mm) thick.
b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch (25 mm) thick.

3. All insulation shall be provided with factory applied ASJ jacket or equal.

END OF SECTION 220700

SECTION 221116 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. Section Includes:

1. Above ground domestic water pipes, tubes, fittings, and specialties inside the building.
2. Specialty valves.

1.03 SUBMITTALS

A. Product Data: For the following products:

1. Specialty valves.
2. Dielectric fittings.

B. Field quality-control reports.

1.04 QUALITY ASSURANCE

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

B. Comply with NSF 61 for potable domestic water piping and components.

1.05 PROJECT CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify the City of New York no fewer than two days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without City of New York written permission.

PART 2 - PRODUCTS

2.01 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.02 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type L (ASTM B 88, Type B) water tube, drawn temper.

1. Cast-Copper Solder-Joint Fittings: ASME B16.18, pressure fittings.
2. Wrought-Copper Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
3. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
4. 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.
5. Copper-Tube Extruded-Tee Connections: Tee formed in copper tube according to ASTM F 2014.

2.03 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick or ASME B16.21, nonmetallic and asbestos free, unless otherwise indicated; full-face or ring type unless otherwise indicated.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

2.04 SPECIALTY VALVES

A. Comply with requirements in Division 22 Section "General Duty Valves " for general-duty metal valves.

B. Comply with requirements in Division 22 Section "Domestic Water Specialties" for balancing valves, drain valves, backflow preventers, and vacuum breakers.

2.05 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

C. Sleeve-Type Transition Coupling: AWWA C219.

1. 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:

a. Cascade Waterworks Manufacturing.
b. Dresser, Inc.; Dresser Piping Specialties.
c. Ford Meter Box Company, Inc. (The).
d. JCM Industries.
e. Romac Industries, Inc.
f. Smith-Blair, Inc; a Sensus company.
g. Viking Johnson; c/o Mueller Co.

PART 3 - EXECUTION

3.01 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. 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.

B. Install domestic water piping level with 0.25 percent slope downward toward drain and plumb.

C. Install piping indicated to be exposed and piping in boiler room at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping adjacent to equipment and specialties to allow service and maintenance.

E. Install piping to permit valve servicing.

F. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than system pressure rating used in applications below unless otherwise indicated.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.

3.02 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. 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.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

D. Brazed Joints: Join copper tube and fittings according to CDA's "Copper Tube Handbook," "Brazed Joints" Chapter.

E. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.

F. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.03 VALVE INSTALLATION

A. General-Duty Valves: Comply with requirements in Division 22 Section "General-Duty Valves for Plumbing Piping" for valve installations.

B. Install shutoff valve close to water main on each branch serving equipment, on each water supply to equipment. Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use gate valves for piping NPS 2-1/2 (DN 65) and larger.

C. Install drain valves for equipment, at low points in horizontal piping, and where required to drain water piping. Drain valves are specified in Division 22 Section "Domestic Water Piping Specialties."

1. Hose-End Drain Valves: At low points in water mains, risers, and branches.
2. Stop-and-Waste Drain Valves: Instead of hose-end drain valves where indicated.

3.04 TRANSITION FITTING INSTALLATION

A. Install transition couplings at joints of dissimilar piping.

3.05 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment" for pipe hanger and support products and installation.

1. Vertical Piping: MSS Type 8 or 42, clamps.
2. Individual, Straight, Horizontal Piping Runs:

a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
c. Longer Than 100 Feet (30 m) If Indicated: MSS Type 49, spring cushion rolls.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch (10 mm).

C. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
2. NPS 1 and NPS 1-1/4: 60 inches with 3/8-inch rod.
3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
4. NPS 2-1/2: 96 inches with 1/2-inch rod.

D. Install supports for vertical copper tubing every 10 feet .

E. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.
2. NPS 1-1/2: 108 inches with 3/8-inch rod.
3. NPS 2: 108 inches with 3/8-inch rod.
4. NPS 2-1/2: 108 inches with 1/2-inch rod.
5. NPS 3 and NPS 3-1/2: 10 feet with 1/2-inch rod.

F. Install supports for vertical steel piping every 15 feet.

G. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

3.06 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment and machines to allow service and maintenance.

3.07 IDENTIFICATION

A. Identify system components.

B. Label pressure piping with system operating pressure.

3.08 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Piping Inspections:

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 one day 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 tests or inspections, make required corrections and arrange for reinspection.
4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

C. Piping Tests:

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 a 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 (345 kPa) 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 for corrective action required.

D. Domestic water piping will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.09 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. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
4. Remove and clean strainer screens. Close drain valves and replace drain plugs.
5. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
6. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.10 PIPING SCHEDULE

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 and unions may be used for aboveground piping joints unless otherwise indicated.

C. Aboveground water piping, NPS 2 (DN 50) and smaller, shall be:

1. Hard copper tube, ASTM B 88, Type L (ASTM B 88M, Type B) cast or wrought copper solder-joint fittings; and brazed soldered joints.

D. Aboveground water piping, NPS 2-1/2 to NPS 8 (DN 65 to DN 200), shall be one of the following:

1. Hard copper tube, ASTM B 88, Type L (ASTM B 88M, Type B) cast or wrought copper solder-joint fittings; and brazed joints.

3.11 VALVE SCHEDULE

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use ball, or gate valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
2. Drain Duty: Hose-end drain valves.

B. Use check valves to maintain correct direction of domestic water flow to and from equipment.

END OF SECTION 221116

SECTION 221119 - DOMESTIC WATER SPECIALTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. This Section includes the following domestic water piping specialties:
1. Drain valves.

1.03 PERFORMANCE REQUIREMENTS

A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig (860 kPa) unless otherwise indicated.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control test reports.

C. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

1.05 QUALITY ASSURANCE

A. 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.

PART 2 - PRODUCTS

2.01 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 (2760-kPa) 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.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Refer to Division 22 Section " General Requirements for Plumbing Work" for piping joining materials, joint construction, and basic installation requirements.

3.02 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping and specialties.

B. Ground equipment according to Division 26 Section "Grounding and Bonding." Connect wiring according to Division 26 Section "Wire and Cable (660V)."

3.03 LABELING AND IDENTIFYING

A. 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.

3.04 FIELD QUALITY CONTROL

A. Perform the following tests and prepare test reports: Remove and replace malfunctioning domestic water piping specialties and retest as specified above.

END OF SECTION 221119

SECTION 221316 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. This Section includes the following for waste piping inside the building:

1. Pipe, tube, and fittings.
2. Special pipe fittings.

1.03 DEFINITIONS

A. ABS: Acrylonitrile-butadiene-styrene plastic.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. LLDPE: Linear, low-density polyethylene plastic.

D. NBR: Acrylonitrile-butadiene rubber.

E. PE: Polyethylene plastic.

F. PVC: Polyvinyl chloride plastic.

G. TPE: Thermoplastic elastomer.

1.04 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure, unless otherwise indicated:

1. Waste Piping: 10-foot head of water (30 kPa).

1.05 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Field quality-control inspection and test reports.

1.06 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.01 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.

2.02 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.03 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 74, Service class.

B. Gaskets: ASTM C 564, rubber.

2.04 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. Heavy-Duty, Shielded, Stainless-Steel Couplings: With stainless-steel shield, stainless-steel bands and tightening devices, and ASTM C 564, rubber sleeve.

a. Available Manufacturers:

1) ANACO.
2) Clamp-All Corp.

3) Husky
4) Mission Rubber Co.
5) Tyler Pipe; Soil Pipe Div.

2. 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. Available Manufacturers:

1) MG Piping Products Co.
2) Charlotte Pipe & Foundary Co.
3) ARCO Industrial Supply Corp.

2.05 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. Available 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. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

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. Available Manufacturers:

a. Cascade Waterworks Mfg. Co.
b. Mission Rubber Co.

PART 3 - EXECUTION

3.01 PIPING APPLICATIONS

A. Flanges and unions may be used on aboveground pressure piping, unless otherwise indicated.

B. Aboveground waste piping shall be any of the following:

1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless cast-iron soil pipe and fittings heavy-duty shielded, stainless-steel couplings; and hubless-coupling joints.
3. Steel pipe, drainage fittings, and threaded joints.
4. Dissimilar Pipe-Material Couplings: Shielded, nonpressure pipe couplings for joining dissimilar pipe materials with small difference in OD.

3.02 PIPING INSTALLATION

A. Basic piping installation requirements are specified elsewhere in Division 22 Sections.

B. 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."

C. Make changes in direction for waste drainage 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.

D. Install waste drainage 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;
2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.

E. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.03 JOINT CONSTRUCTION

A. Basic piping joint construction requirements are specified in Division 22 Section "Plumbing General Requirements."

B. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.

C. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.

D. Grooved Joints: Assemble joint with keyed coupling, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

3.04 HANGER AND SUPPORT INSTALLATION

A. Pipe hangers and supports are specified in Division 22 Section "Hangers and Supports for Plumbing Work." 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 (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
   b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
   c. Longer Than 100 Feet (30 m), if Indicated: MSS Type 49, spring cushion rolls.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.

B. Install supports according to Division 22 Section "Hangers and Supports for Plumbing Work."

C. Rod diameter may be reduced one (1) size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.

D. 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 (1500 mm) with 3/8-inch (10-mm) rod.

E. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/4 (DN 32): 84 inches (2100 mm) with 3/8-inch (10-mm) rod.
2. NPS 1-1/2 (DN 40): 108 inches (2700 mm) with 3/8-inch (10-mm) rod.
3. NPS 2 (DN 50): 10 feet (3 m) with 3/8-inch (10-mm) rod.

F. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.05 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 and before setting fixtures.
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 sanitary 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 drainage 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 piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). 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.

E. Test force-main piping according to procedures of authorities having jurisdiction 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 (345 kPa) 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.

3.06 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 221316

SECTION 221319 - SANITARY WASTE AND VENT PIPING SPECIALTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.02 SUMMARY

A. This Section includes the following sanitary drainage piping specialties:

1. Miscellaneous sanitary drainage piping specialties.

1.03 DEFINITIONS

A. ABS: Acrylonitrile-butadiene-styrene plastic.

B. FRP: Fiberglass-reinforced plastic.

C. HDPE: High-density polyethylene plastic.

D. PE: Polyethylene plastic.

E. PP: Polypropylene plastic.

F. PVC: Polyvinyl chloride plastic.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

1. Funnel drain.
2. Floor drains.

PART 2 - PRODUCTS

2.01 CLEANOUTS

A. Exposed Metal Cleanouts:

1. 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:

    a. Josam Company; Josam Div.
    b. MIFAB, Inc.
    c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
    d. Tyler Pipe; Wade Div.
    e. Watts Drainage Products Inc.
    f. Zurn Plumbing Products Group; Specification Drainage Operation.

2. Standard: ASME A112.36.2M for cast iron for cleanout.
3. Size: Same as connected drainage piping
4. Body Material: Hubless, cast-iron soil pipe test tee as required to match connected piping.
5. Closure: Raised-head, brass plug.
6. Closure Plug Size: Same as cleanout size.

2.02 MISCELLANEOUS DRAINAGE PIPING SPECIALTIES

A. 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.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Refer to Division 22 Section "Plumbing General Requirements" for piping joining materials, joint construction, and basic installation requirements.

B. Install air-gap fittings on draining-type backflow preventers and on indirect-waste piping discharge into sanitary drainage system.

C. 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 6. Use NPS 6 for larger drainage piping.
2. Locate at each change in direction of piping greater than 45 degrees.
3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.

3.02 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 221319

SECTION 223500 - PLUMBING FIXTURES AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 DESCRIPTION

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

B. Section 220010 - Plumbing General Requirements shall apply.

1.3 SCOPE OF WORK

A. The Work includes providing all labor, materials, accessories, services and tests necessary to install complete and make ready for operation by the City of New York, all work as shown on Drawings and as specified hereinafter.

B. Provide spare parts and tools for all fixtures.

C. Provide vandal resistant and vandal proof in client areas.

D. Provides manufacturer's cuts of all fixtures and accessories.

1.4 QUALITY ASSURANCE

A. All fixture trimmings, including faucets, strainers, escutcheons, stops, waste traps, escutcheons, visible hangers or chair carrier nuts shall be made of brass and shall be polished chromium plated. All material specified, such as chromium plating, shall be thoroughly and evenly applied and guaranteed not to strip or peel. All chromium plating on plumbing fixture trim shall be in accordance with Federal Specification WW-P-541b for grade "R" plating. Manufacturer shall submit certification that all chromium plating on finished trim meets the aforementioned Federal Specification. All plated work shall be highly buffed. Plastic, zinc or white metal will not be acceptable.

B. All fixtures shall be free from imperfections, true as to line, angles, curves and color, smooth, watertight, nameplate in every respect and practically noiseless in operation. Fixtures as specified

are given as a typical standard and they or other approved fixtures shall be furnished, set and connected in a good, substantial, neat and workmanlike manner.

C. All fixtures specified to be vitreous ware shall be fixed vitreous china ware of the best quality, non-absorbent and burned so that the whole mass is thoroughly fused and vitrified, producing a material white in color which, when fractured, will show a homogenous mass, close grained and free from pores. The glazing and vitreous china fixtures shall be white, thoroughly fused and united to the body, without discoloration, chips, or flaws, and shall be free from craze. Warped or otherwise imperfect fixtures will not be acceptable.

D. Each supply fixture, casework fixture and equipment, shall be separately controlled by its own stops. Locate as required on wall, above floor or as directed.

E. All faucets shall have metal handles.

F. All trim shall be permanently stamped with manufacturer's identification and visible after installation.

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURE SCHEDULE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal.

1) Elkay Manufacturing Co.
2) Kohler Co.
3) American Standard.

B. Refer to plumbing drawings for model No's. and accessories.

2.2 PLUMBING FIXTURES

A. All plumbing fixtures shall be as listed in Para. 2.1.

B. Vandal proof fasteners shall be used for installation of all plumbing fixtures.

PART 3 - EXECUTION

3.1 SERVICES TO FIXTURES AND EQUIPMENT FURNISHED UNDER OTHER SECTIONS

A. Refer to Architectural and Plumbing Drawings for exact locations of equipment and fixtures. Provide all materials, equipment and appliances necessary and required to complete the installation, including but not limited to the following: plumbing, roughing and final connections, valves, stops, trim, escutcheons, fittings, traps, etc. Install faucets, trim, etc., furnished with the equipment provided by others.

B. Unless otherwise detailed on Drawings, roughing of proper size and capacity for equipment indicated on Architectural, Heating and Ventilation, Plumbing or Electrical Drawings or provided

under another Division or Section shall be provided and installed in such a manner and location that final connection can be made with a minimum of work and without cutting, patching permanent walls, partitions, ceilings or floors. Drawings are of necessity, schematic, for special equipment as exact roughing and requirements may vary with different manufacturers.

3.2 INSTALLATION REQUIREMENTS

A. The Contractor shall make all plumbing connections to all fixtures requiring such connections as shown on Drawings whether the equipment and fixtures are furnished under this Section or another Division or Section. Investigate the equipment furnished under other Divisions or Sections to determine if combination fittings have a means of shut-off or require the installation of check valves, backflow preventors and/or pressure reducing valves. Make final connections to such, including installations of all special traps, supplies, control valves, etc. furnished with such equipment, and furnish all material necessary that is not supplied with the equipment.

B. The Contractor shall leave valved water connection for equipment, spaces and other locations where shown for the use of other trades or other Sections.

C. Fixture supplies and traps as specified, shall be chrome plated brass where exposed to view. Where concealed from view in cabinets, etc., they may be rough brass. All fixture supplies shall have stops.

D. As soon as installed, all metal fixture trimming shall be thoroughly covered by the Contractor with non-corrosive grease which shall be maintained until all construction work is completed.

E. Upon the completion of the Work, all fixtures and trimmings shall be thoroughly cleaned and polished and free from all marks and left in first-class condition.

F. Upon completion of the Work, test faucets for leaks or drips and adjust same for quiet operation.

G. All fixtures shall be left thoroughly clean. All plated or polished fittings, pipes and appliances shall be coated with Vaseline immediately after installation, and shall be finely polished and free from all marks and foreign substances.

H. Equipment and all connections shall be in accordance with the rules relative to submerged inlets and shall be provided with all necessary vacuum breakers and check valves in accordance with the applicable codes.

I. Each fixture shall be separately trapped, using the type and size of trap called for specifically in the Specifications or the type required by the Plumbing Code. The traps shall be approved type.

J. All fixtures requiring hot and cold water shall have the cold water faucet on the right hand side of the fixture and the hot water faucet on the left hand side of fixture.

K. The Contractor shall be responsible for protecting all plumbing fixtures provided under Plumbing Work Sections against injury from building materials, acids, tools and equipment.

L. No slip joints will be permitted on water piping.

M. Any joints formed where fixtures come in contact with walls or floors shall be sealed.

3.3 SPARE PARTS, TOOLS AND SUPPLIES

A. The Contractor shall furnish all spare parts as mentioned herein. All spare parts, tools and supplies shall be delivered with the equipment, neatly wrapped or boxed, indexed and tagged with complete information for use and reordering.

B. Furnish the following spare parts:

1. One set of faucet washers per 3 faucets.
2. One set of aerators and vandal proof fasteners per 3 faucets.

C. The Contractor shall furnish and deliver other spare parts as recommended by the manufacturer.

D. Tools: All special tools necessary to service, disassemble, repair, and adjust the equipment shall be furnished.

3.4 O&M MANUALS

A. Provide O & M manual.

END OF SECTION 223500

SECTION 230000 - SPECIAL REQUIREMENTS FOR MECHANICAL AND ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 CODES AND STANDARDS

A. NY City Building Code

B. NFPA National Fire Protection Association

C. ASME American Society of Mechanical Engineers

D. ANSI American National Standards Institute

E. ASTM American Society for Testing Materials

F. AWWA American Water Works Association

G. IBR Institute of Boiler and Radiator Manufacturers

H. NEMA National Electrical Manufacturers Association

I. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers

J. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Inc.

K. ARI Air Conditioning and Refrigeration Institute

L. UL Underwriters' Laboratories

M. AMCA Air Moving and Conditioning Association

N. ADC Air Diffusion Council

O. AABC Associated Air Balance Council

P. 1980 National Standard Plumbing Code with all New Jersey State Amendments.

Q. Local Water Company Rules and Regulations

R. NFPA-90A Air Conditioning and Ventilation Systems

S. National Electric Code

T. ASHRAE 90.1 – 2004, including LEED.

U. ASHRAE 55-2004.

1.3 INTENT

A. It is the intention of the Specifications and Drawings to call for finished work, tested, and ready for operation. All materials, equipment, and apparatus shall be new and of first-class quality.

B. Any apparatus, appliance, material, or work not shown on Drawings, but mentioned in the Specifications, or vice versa, or any incidental accessories, or minor details not shown but necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be provided without additional expense to the City of New York.

1.4 DRAWINGS

A. The Drawings are generally diagrammatic and are intended to convey the scope of work and indicate general arrangement of equipment; ducts, conduits, piping, and fixtures.

B. The locations of all items shown on the Drawings or called for in the Specifications that are not definitely fixed by dimensions are approximate only. The exact locations necessary to secure the best conditions and results must be determined at the project and shall have the approval of the Commissioner before being installed. Do not scale Drawings.

C. Follow Drawings in laying out work and check Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions at all points. Where headroom and space conditions appear inadequate, the Commissioner shall be notified before proceeding with installation.

D. If directed by the Commissioner, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.

E. Piping or ductwork connected to equipment may require different size connection than indicated on the Drawings. The Contractor shall provide transition pieces as required at the equipment.

1.5 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Maintain an awareness to avoid space conflict with other trades.

B. Purchase the equipment and material required in accordance with field measurements taken at the proper time during the construction progress.

1.6 VISITING THE SITE

A. Examine the site of the proposed work to determine the existing conditions that may affect the work, as this Section will be held responsible for any assumptions in regard.

1.7 PROTECTION OF WORK AND PROPERTY

A. Maintain and protect all equipment, materials and tools from loss or damage from all causes until final acceptance by the Commissioner.

B. Assume responsibility for the protection of any finished work or other trades from damage or defacement by the operations and remedy any such injury or damages.

1.8 TEMPORARY OPENINGS

A. Ascertain from examination of the Architectural Drawings whether any special temporary openings in the building will be required for the admission of apparatus provided under the Contract and notify the Commissioner accordingly. In the event of failure to give sufficient notice to the Commissioner in time to arrange for these openings during construction, assume all costs of providing such openings thereafter.

1.9 ACCESS DOORS IN FINISHED CONSTRUCTION

A. Install all work so that all parts required are readily accessible for inspection, operation, maintenance and repair. Minor deviations from the Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written review from the Commissioner.

B. Wherever mechanisms requiring access for maintenance, reading of instruments, or for operation are concealed in the structure and wherever else indicated on the Drawings, supply access doors of sizes necessary to provide ready access to the concealed items. Group together valves, controls, dampers, traps, expansion joints, cleanouts, gauges, switches, and other equipment requiring access in walls and furred spaces to reduce the number of access doors.

C. Access doors shall be manufactured by Milcor, Babcock-Davis, Nystrom or approved equal. Minimum access door shall be 12" x 12". For installation in plastered wall or ceiling, provide flush setting, frameless doors with a plaster/wallboard bead as required. For installation in masonry walls, provide flush, exposed frame door. For installation in acoustical tile surfaces, provide recessed door ready to accept ceiling tile insert. Fire resistive access doors for suspended dry wall ceiling shall be a steel frame, recessed door ready to accept ceiling tile insert.. Provide fire rated access doors at fire rated shafts, stairwells, corridors and at all other walls with Fire Rating.

D. Access doors shall be installed in the building structure by the Contractor.

E. All plumbing, electric and heating and ventilating access doors etc.,shall be provided with master keyed cylinder locks. Locks shall be manufactured by Corbin Russwin Architectural Hardware, Sargent Manufacturing Comapny, Yale Security Inc., or approved equal. These locks shall be supplied and installed by the Contractor. These cylinder locks shall be purchased by the Contractor for hardware after submission and review of the panel schedule as hereinafter specified.

F. Prepare a schedule showing location of all panels, cabinets, etc. to receive the lock. This schedule shall designate, by building and room number, the panel or cabinet location and shall be submitted to the Commissioner. This schedule is required for use in preparation of keying information. Locks shall not be purchased prior to review of this schedule.

1.10 SCAFFOLDING, RIGGING, HOISTING

A. Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises of all equipment and materials furnished under this Section of the Specifications, and remove same from premises when no longer required.

B. In the event that supplementary bracing of the basic building structure is required to assure a secure rigging procedure and a secure route for the equipment being handled, assume full responsibility for such supplementary bracing.

1.11 BASES AND SUPPORTS

A. Provide all bases and supports not part of the building structure of required size, type and strength, as approved by the Commissioner, for all equipment and materials furnished by him. All equipment, bases, and supports shall be adequately anchored to the building structure to prevent shifting of position under operating conditions.

B. The Section furnishing the equipment shall provide not less than six-inch high concrete bases for all AHUs and RFs. Bases shall extend six inches beyond machinery base in all directions, with top edge chamfered. Provide ½" x 6" steel dowels into floors to anchor bases. Provide anchor bolts set in pipe sleeves, two sizes larger than anchor bolts for securing machinery. After anchor bolts are aligned with equipment bases, fill sleeves with concrete and allow to set.

C. Concrete bases are specified under other Sections of the Specification. The Contractor shall provide dimensioned drawings to the Commissioner for review. Steel dowels, sleeves and anchor bolts shall be furnished and set by the Contractor.

1.12 DRIP PANS

A. Examine the drawings, and in cooperation with the Electrical Work confirm the final location of all electrical equipment to be installed in the vicinity of piping. Plan and arrange all overhead piping no closer than three feet from a vertical line to electric switchboards, panelboards, or similar equipment.

B. Where the installation of piping does not comply with the requirements of foregoing paragraph, where feasible the piping shall be relocated.

C. Provide copper gutters as follows:

1. Provide a gutter of 16 ounce cold rolled copper under every pipe which is within 2'-0" (two feet) of being vertically over any motor, electrical controllers, switchboards, panelboards, or the like.

2. Each gutter shall be soldered and made watertight, properly suspended; and carefully pitched to a convenient point for draining. Provide a ¾ inch drain, to nearest floor drain or slopsink.
3. In lieu of such separate gutters, a continuous protecting sheet of similar construction, adequately supported and braced, properly rimmed, pitched and drained, may be provided over any such motor, and extending 3'-0" in all directions beyond the motor, over which such piping has to run.

1.13 SLEEVES, PIPE AND CONDUIT INSERTS AND ANCHOR BOLTS

A. Provide and assume responsibility for the location and maintenance in proper position of all sleeves, inserts, and anchor bolts required for the work. In the event that failure to do so requires cutting and patching of finished work, it shall be done without additional cost to the City of New York.

B. All pipes and conduits passing through masonry walls or partitions shall be provided with sleeves having an internal diameter larger than the outside diameter of the pipe or insulation enclosing the pipe or conduit. Sleeves shall be Schedule 40 black steel pipe.

C. Sleeves through concrete floors or interior masonry walls shall be Schedule 40 black steel pipe, set flush with finished wall surfaces, but extending ½" above finished floors. The open sleeve space shall be packed with non-combustible materials.

D. Sleeves through non-masonry partitions shall be 22 gauge galvanized sheet steel, set flush with finished surfaces of partitions.

E. In general, all piping and conduit shall be supported from structural steel building members only or approved malleable steel inserts imbedded in concrete pours. Concentrated loads up to 200 lbs. can use inserts in concrete. All other loads shall be hung from steel building members. Inserts shall not be located in the same deck flute as ceiling tabs nor with in 2 feet in any direction from ceiling tabs. Inserts shall not be spaced closer than 4 feet on center in all directions.

F. The Contractor shall have the option of providing 18 gauge sheet metal sleeves in lieu of Schedule 40 steel pipe.

G. Piping and conduit 3" and smaller shall be supported from existing slab by "Phillips" ¾ expansion bolts with lead shields.

H. Where sleeves pass through waterproofed floors, they shall be IPS brass pipe sleeves of the required diameter, brazed at the bottom to 18" x 18", 16-ounce copper flashing for bond with waterproofing. The tops of the sleeves shall extend ½" above finished floor.

I. No ductwork, piping, conduit or equipment shall be supported from corrugated decking construction. For this area provide supplementary steel to support ductwork, piping, conduit or equipment. Supplemental steel members shall be welded to building structural steel.

J. All hangers, rods and supports shall be installed prior to construction fireproofing.

K. The required fire resistance rating of floor or floor/ceiling assemblies and walls shall be maintained where a penetration is made for electrical, mechanical, conduits, ducts and systems.

Fire stopping shall be provided at openings around pipes, ducts, conduits at floor levels and walls with non-combustible materials, such as Rockwool or equal.

L. For openings around pipes and conduits and/or sleeves, 3M product Caulk CP 25 and Putty 303 or approved equal.

1.14 ESCUTCHEONS

A. Provide escutcheons on pipes wherever they pass through ceilings, walls, or partitions.

B. Escutcheons or pipes passing through outside walls shall be solid, cast brass, flat type secured to pipe with set screw and manufactured by Ritter Pattern and Casting Co., Watts, McGuire Manufacturing or approved equal.

C. Escutcheons for pipes passing through floors shall be split-hinged, cast brass type, designed to fit pipe on one end and cover sleeve projecting through floor on the other end and manufactured by Ritter Pattern and Casting Co., Watts, McGuire Manufacturing or approved equal.

D. Escutcheons for pipes passing through interior walls, partitions, and ceilings shall be split-hinged, cast brass chromium plated type and manufactured by Ritter Pattern and Casting Co., Watts, McGuire Manufacturing or approved equal.

E. MANUFACTURERS' IDENTIFICATION

F. Manufacturer's nameplate, name or trademark, shall be permanently affixed to all equipment and material furnished under this Specification. Where such equipment is in a finished occupied space, the nameplate shall be in a concealed but accessible location. The nameplate of a Subcontractor or Distributor will not be acceptable.

1.15 EQUIPMENT NAMEPLATES

A. Provide for each item of equipment, including panelboards, disconnects, breakers, starters, switches, and all control devices, fans, etc., a permanently attached nameplate made of black surface, white core laminated bakelite with incised letters. Subcontractor furnishing equipment shall provide nameplate. Electric and mechanically actuated gauges shall have a brief, but complete description of their function. Stating the voltage range alone is not acceptable. Nameplates shall be a minimum of 3" long by 1½" wide and shall bear the equipment name and item number in ½" high white letters as designated in the equipment schedule. Mounting screws shall have chrome plated acorn headed screws.

1.16 TAGS AND CHARTS

A. Furnish and attach to each valve as hereinafter specified, a 1½" diameter brass tag with ½" indented numerals filled with durable black compound. Tags shall be securely attached to stems of valves with copper wire and "S" hooks.

B. Valve charts shall consist of schematic drawings of piping layouts, showing and identifying each valve and describing the function. Upon completion of the work, one (1) copy of each

chart, sealed to rigid backboard with clear lacquer placed under glass and framed, shall be hung in a conspicuous location in the main equipment room, unless otherwise directed by the Architect/Engineer. Two (2) additional unmounted copies in 8½" x 11" leather ring binders shall be delivered to the Architect/Engineer. Also furnish three (3) copies of schematic flow chart with corresponding valve numbers noted on chart.

C. Provide tags for the following valves:

1. Zone control, bypass, shut-off, check and balancing valves.
2. Building and area shut-off and balancing valves.
3. Control, by-pass, shut-off, balancing and drain valves for major pieces of equipment such as heating, ventilating and air conditioning units, etc.
4. System drain valves.

1.17 IDENTIFICATION

A. Identification shall be in accordance with "Scheme for Identification of Piping System ANSI A13.1" and OSHA safety color regulation.

B. Markers shall be snap-on type as manufactured by Seton Nameplate Corp., Bunting Stamp Co. Inc., or approved equal. Markers shall completely encircle the pipe with a substantial overlap. No adhesive shall be used. They shall be manufactured of U.L. approved, self-extinguishing plastic. When the pipe including insulation (if any) is larger than 6 inches diameter, markers shall be strap-on type.

C. Provide identification for piping, ductwork and conduit for electrical work.

D. Pipe shall be lettered and valves tagged in accordance with the schedule below. Lettering shall be located near each valve and branch connection and at intervals of not over 40 feet (10 feet on fire lines) on straight runs of pipe. Provide flow arrows for all piping at each marker. Adjacent to the legend, stencil the size of the pipe, conduit or ductwork. Letter Colors are as follows: Yellow with black letters, green with white letters, blue with white letters and red with white letters.

STENCIL AND VALVE TAG SCHEDULE

Service	Stencil Designation	Color	Tag Designation
Cold Water	Cold Water	Green	C.W.
Refrigerant Suction	Refrigerant Suction	Green	RS
Refrigerant Liquid	Refrigerant Liquid	Green	RL
Refrigerant Hot Gas	Refrigerant Hot Gas	Green	RHG
Air Conditioning Drain Safety Valve	Air Conditioning Drain	Green	----
Air Conditioned Supply Air	A.C. Supply Air	Green	----
Return Air	R.A.	Green	----

E. Fans and other equipment shall be stenciled to show the number, if any, and service.

F. Exposed conduits for alarm and communication systems shall be banded at intervals of not over 10 feet. Bands shall be of the following colors:

G. HIGH VOLTAGE" in black letters two inches high, stenciled at 10-foot intervals over a continuous painted orange background.

H. Except where other means of identification are specified, electric cabinets, switchboards, motor control centers, transformers, system control boards, disconnecting switches, remote control switches, individual motor starters and motor control pushbutton stations shall be stenciled to show the service and number, if any, of the equipment controlled, as appropriate. Panelboards and other electrical equipment located in finished areas, such as offices, shall have the identification placed on the inside of the cabinet doors.

1.18 AUXILIARY DRIP/DRAIN PANS

A. Individual stainless steel drain pan with shut-off drain valve shall be provided under four (4) AC units and cooling towers 6" greater than the footprint of the installed equipment as indicated on drawings. Drain pans shall be 4" deep with butt welded joints and shall be made from 18 gauge stainless steel. Provide water detection probe in each drain pan. When water is detected on the surface of the drain pan, water detector probe shall send signal to remote alarm panel to sound alarm. Provide water detection probe model manufactured by Hydro System Co., Liebert, Reliance Detection Technologies, Inc., or approved equal. Provide transformer and relays as required.

1.19 RUBBISH REMOVAL

A. The Contractor shall see to it that the project is at all times maintained free of all rubbish, rubble, waste material, packaging materials, etc. accumulating as a result of the work. Assume responsibility for the cleaning up of packaging removed from materials and equipment furnished by other trades for the installation. Note that final acceptance of the work is contingent upon the project being free of all excess and waste materials resulting from the work.

B. Clean all parts of the building exterior spaces and adjacent roads, sidewalks, and pavement, free from material and debris resulting from the execution of the work. Debris resulting from interior construction shall be neatly stacked on each floor near elevators, material hoists and rubbish chutes, as directed by the Commissioner or his representative. Debris resulting from exterior construction shall be similarly stacked. All debris so stacked will be removed under other Sections. Excess material will not be permitted to accumulate either on the interior, exterior or on sidewalk.

1.20 DELIVERY OF MATERIAL

A. Deliver the material and store same in spaces indicated by the Commissioner and assume full responsibility for damage to structure caused by any overloading of the material.

1.21 ALTERATIONS

A. When new work and alterations render equipment, piping and ductwork useless, such equipment, piping and ductwork when exposed to view, shall be removed and connections thereof to lines or ducts remaining shall be properly capped or plugged and left in construction. If construction, such as hung ceiling, furred beam, chase, etc., is opened up and removed during the course of the construction, the useless pipe and ducts therein shall be treated as though exposed to view. When required to accommodate new work, useless piping and ductwork concealed in construction shall be treated as though exposed to view.

B. When existing piping and duct systems, at points of connection to new work or in rerouting are found defective, such defective portions shall be removed and replaced with new materials without cost to the City of New York.

C. Provide temporary supports where required.

D. Where alterations reveal piping, ductwork, conduit circuits, wiring, and accessories that must necessarily remain in service, same shall be rerouted, replaced or altered as required to make same completely concealed in the new work at no additional cost to the City of New York.

E. Where existing piping or ductwork insulation is damaged by the requirements of the work, replace all damaged insulation to match existing.

F. Cutting in existing building shall be done by the Contractor as reviewed by the Commissioner. Rough patching shall be done by the Contractor. Finish patching, ceiling construction removal, new ceiling in existing building will be done by the Contractor under another Section.

1.22 PAINTING

A. All finish painting is specified under other Sections of the Specifications.

B. Paint all unpainted, non-insulated, non-galvanized, ferrous metal surfaces of pipes, conduits, ducts, equipment, fixtures, hangers, supports and accessories as follows:

1. Exposed - One prime coat of oil-varnish based paint.
2. Concealed - One coat of black asphaltum paint. (Not normally required)
3. Under raised floor - Two coats of black asphaltum paint.

C. The inside of all ductwork where visible through openings shall be painted with two prime coats of dull black paint.

D. Nameplates on all equipment shall be cleaned and left free of paint.

1.23 LUBRICATION

A. The Contractor shall assume responsibility that all rotating equipment is properly lubricated as soon as it is connected before operation of this equipment is started. The Contractor shall assume responsibility for any damage to any equipment that is turned on without previously having been oiled or greased when connected up.

1.24 TESTS

A. All piping, wiring, and equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments and power required for testing shall be furnished under the particular Section of the Specifications.

B. Tests shall be performed satisfaction of the Commissioner. The Commissioner will be present at such test, when he deems necessary and such other parties as may have legal jurisdiction.

C. Pressure tests shall be applied to piping only before connection of equipment and installation of insulation. In no case shall piping, equipment, or accessories be subjected to pressure exceeding their rating.

D. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the review of the Commissioner.

E. Any damages resulting from tests shall be repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Commissioner.

F. The duration of tests shall be as determined by all authorities having jurisdiction, but in no case less than the time prescribed in each Section of the Specifications.

G. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems, and their controls. Whenever the equipment or system under test is interrelated with and depends upon the operation of other equipment, systems and controls for proper operation, functioning, and performance, the latter shall be operated simultaneously with the equipment or system being tested.

H. The electrical work shall include providing any assistance (such as removal of switchboard and panelboard trims and covers, pull and junction box covers, etc.) deemed necessary by the Commissioner to check compliance with the Drawings and Specifications.

1.25 OPERATION PRIOR TO COMPLETION

A. The Commissioner may require operation of parts or all of the installation for the beneficial occupancy prior to final completion and acceptance of the building.

B. The operation shall not be construed to mean acceptance of the work by the Commissioner. The Commissioner will furnish supervisory personnel to direct operation of the entire system and the Contractor shall continue to assume this responsibility until final acceptance.

1.26 INSTALLATION OF MOTORS AND CONTROL EQUIPMENT

A. The Contractor shall furnish and install power wiring for all electrical devices, individual motor starters furnished to him at the job site by other trades.

B. The Contractor shall provide all power and control wiring for the Automatic Temperature Controls, except as otherwise specified herein.

C. For single phase motors which are not interlocked with other motors and which have temperature control or motor control devices in the power circuit, furnishing of control devices, installation and wiring shall be by the Contractor.

D. For all HVAC 3-phase motors or HVAC equipment, temperature control wiring, motor control wiring and associated interlocks shall be provided by the Contractor, including the installation of all control devices.

E. The Contractor shall be responsible for installing and wiring all electrically operated equipment. All electrically operated equipment shall be delivered with detailed instructions for their installation and wiring in sufficient time and proper sequence to meet the work schedule.

F. The Contractor shall furnish all electrical motors, starters and other motor control devices for motor driven equipment required for the work. In his work, the Contractor shall provide the code required disconnect switches for all motors, except where otherwise noted. The setting of all motors, required for mechanical equipment, including unmounted motors, shall be done by the Contractor.

G. If a motor is replaced (even with the same horsepower) a new starter shall be provided for that motor.

H. Equipment which includes a group of electrical control devices mounted in a single enclosure or on a common base with equipment, shall be supplied completely wired as a unit with terminal boxes or leads ready for external wiring, by the Contractor.

I. All electrical items furnished and installed by the Contractor shall conform to NEMA Standards, to the requirements of the National Fire Protection Association, and to the requirements of any local authority having jurisdiction. Any field modifications required to insure such conformance shall be included as part of the Contractor's work.

J. The furnishing of floor mounted motor starting equipment shall include the purchase and delivery of channel sills for mounting.

K. Whether or not shown on the drawings, the Contractor shall furnish and install a local disconnect switch at each motor which is not in sight from the controller location.

L. The supplying of any and all "field instruction" diagrams deemed necessary by the Commissioner for the complete delineation of electrical wiring for mechanical equipment shall be included as part of the Contractor's work.

M. The drawings describing the electrical or the mechanical work may include explanatory wiring diagrams indicating the function intended for the motor control circuits of certain motors. The "field instructions" wiring diagrams required as part of the mechanical work shall conform to these intended functions.

1.27 ELECTRIC MOTORS

A. The Contractor shall provide all electric motors required for driving all motor driven equipment required to be furnished under his Section of the Specification.

B. All motors shall be designed for 3 phase, 60 cycle alternating current operation with 208 volts across the motor terminals, except that, unless otherwise specified herein, all motors a HP and smaller shall be designed for single phase, 60 cycle alternating current at 120 volts across the terminals. Before ordering motors, ascertain the actual voltages and other current characteristics that will be available and permissible for each motor. Report the same in writing to the Commissioner and obtain approval before ordering motors. The designation of current characteristics in these Specifications does not relieve the responsibility for ascertaining the actual conditions of electric service available for each motor or for the proper operation of all motors under the actual conditions.

C. The speed, horsepower, type and other essential data for each motor, if not given under paragraphs describing the various motor driven apparatus, or in schedules on the drawings shall be obtained from the manufacturer of the respective apparatus and shall be submitted to the Commissioner for his review. All two speed motors shall be single winding type.

D. Motors ½ HP and larger shall have Class B insulation. All motors shall be rated for continuous duty and shall be designed for temperature rises not to exceed 55°C for fully enclosed type, 55°C for splashproof types and 40°C for all other motors excepting as otherwise specified herein. Motors shall be capable of withstanding momentary overloads of fifty (50%) without injurious heating. They shall operate without excessive heating, flashing or sparking under any conditions within the specified capacity of load and speed. All motors shall operate quietly and shall be replaced if, in the Commissioner's opinion, they do not do so. All motors which are in the airstream of air conditioning units, shall be totally enclosed type.

E. Motors ½ HP and larger shall have ball or roller bearings with pressure grease lubrication, except where otherwise noted.

F. Direct connected motors shall be furnished without an adjustable base. All motors connected to driven equipment by belt shall be furnished with adjustable sliding bases, except fractional motors with slotted mounting holes.

G. All motor leads shall be permanently identified and supplied with connectors.

H. Motors shall have nameplates giving manufacturer's name, serial number, horsepower, speed, voltage, phase and current characteristics.

I. The insulation resistance between stator conductors and frames of motors at the time of final inspection shall be not less than one-half megohm.

J. All motors shall be of the proper type for the duty and shall have sufficient torque to start and run the equipment to which they are connected and starting currents and running currents shall not exceed the limits imposed by the laws or rules and regulations of the public authorities having jurisdiction or of the electrical utility company. All motors shall have sufficient horsepower capacity and rated duty to operate the apparatus to which they are connected so as to give the speeds and performances specified, but the horsepower shall be in no case less than that started herein or shown on the drawings. A schedule giving the characteristics of the motors proposed for each type of service shall be submitted to the Commissioner for approval.

K. The maximum full load speed of each direct connected motor shall be suitable for the equipment it drives.

L. Except where V-belt drive is specified, the fan wheels for ventilating fans shall be mounted on the motor shafts, which shall be designed for this duty.

M. All motors except motors furnished as an integral part of equipment and factory installed on the equipment, shall be of same manufacture.

N. Polyphase motors shall be squirrel cage induction high efficiency energy saver type, suitable for the starting torque and current requirements.

O. Single phase motors shall be of the capacitor start induction run or split phase type as required for proper operation of the driven equipment.

P. The efficiency of energy efficient motors shall be verified in accordance with NEMA standard NG1-12.53a. Minimum acceptable premium efficiency shall be as follows:

OPEN DRIP-PROOF (ODP)				TOTALLY ENCLOSED FAN-COOLED (TEFC)			
Motor Size (HP)	Speed (RPM)			Motor Size (HP)	Speed (RPM)		
	1200	1800	3600		1200	1800	3600
	NEMA Nominal Efficiency				NEMA Nominal Efficiency		
1	82.5%	85.5%	77.0%	1	82.5%	85.5%	77.0%
1.5	86.5%	86.5%	84.0%	1.5	87.5%	86.5%	84.0%
2	87.5%	86.5%	85.5%	2	88.5%	86.5%	85.5%
3	88.5%	89.5%	85.5%	3	89.5%	89.5%	86.5%
5	89.5%	89.5%	86.5%	5	89.5%	89.5%	88.5%
7.5	90.2%	91.0%	88.5%	7.5	91.0%	91.7%	89.5%
10	91.7%	91.7%	89.5%	10	91.0%	91.7%	90.2%
15	91.7%	93.0%	90.2%	15	91.7%	92.4%	91.0%
20	92.4%	93.0%	91.0%	20	91.7%	93.0%	91.0%
25	93.0%	93.6%	91.7%	25	93.0%	93.6%	91.7%

1.28 INDIVIDUAL MOTOR STARTERS

A. For single-phase motors a HP or smaller, starters shall be manual, 120 volts, single-pole or 240 volts, 2-pole with thermal overload protection and pilot light. Where interlocking or automatic control (other than for unit and cabinet heaters) is required, starters shall be combination circuit breaker and magnetic starter with pilot light.

B. For 3-phase motors ½ HP and over, starters shall be full-voltage combination circuit breaker and magnetic across-the-line contactor, rated 208 volts, 3-pole. All magnetic starters shall have three thermal overloads.

C. For motors requiring electric interlocks, or automatic control features, starters shall be equipped with the necessary auxiliary relays and contacts to provide the control features desired. Such starters shall be also provided with "hand-off-auto" pushbuttons mounted in cover. For two-speed motors, provide "high-low-off-auto" four-position selector switch. Furnish adjustable 20-second time delay between high and low speeds for motors 10 HP and above.

D. In addition to any auxiliary contacts required for interlocking purposes, each magnetic starter shall be equipped with one normally open auxiliary control circuit contact either for "sealing in" or as a spare for future use.

E. Indicating lights shall be transformer or series resistor type. There shall be one red light for each single speed motor to indicate when motor is running. For multiple speed motors one indicating light for each speed shall be provided.

F. The starter disconnecting means shall be circuit breakers. The external operating handle shall clearly indicate "ON" or "OFF" position of the switch and shall be interlocked with the door to require throwing the handle to the "OFF" position to open the door. The handle shall be arranged for locking both the door closed and the disconnect in the "OFF" position with up to 3 padlocks. Provide defeat device in cover to permit opening door in "ON" position.

G. Circuit breakers in combination starter units shall be of the magnetic trip type with an adjustable trip setting for selecting instantaneous trip points of fault protection (motor circuit protector). Field adjustment of the instantaneous trip shall be performed by the Contractor. Select the trip setting at approximately 10 times the motor nameplate full-load current. If the circuit breaker trips on starting, incrementally increase the settings. In no case shall the trip setting exceed 13 times the motor full-load current.

H. Electronic overload relays shall be furnished for all starters and shall be sized in range of 115 to 125 percent of full load current. The motor starters shall be shipped with the electronic overload relays inside the compartment but not installed. The Contractor shall verify the ratings of the relays coils based on the motor nameplate data before installing the overloads. The Contractor shall replace any improperly selected relays.

I. A transformer shall be supplied in each starter unit for 120 volt control voltage. Transformer capacity shall be adequate to supply the holding coil requirements plus the solenoids, e-p switches, relays and other devices required to be controlled from the starter. A fuse shall be supplied in one secondary terminal of the control transformer. The other terminal shall be grounded to the housing of the starter. Fuses shall be also provided in the transformer primary leads per the National Electrical Code.

J. All enclosures shall be NEMA Type I sheet steel with hinged cover for general purpose indoor application, unless otherwise indicated. Enclosures shall be arranged for equipment or wall mounting. Weatherproof NEMA Type 4 enclosures shall be provided for all outdoor starters.

K. Each starters shall be clearly identified by engraved nameplates after installation. The nameplates shall be bakelite black plates with ½" high white letters and shall be securely fastened to starter with mounting screws made of non-corrosive metals.

L. All starters, except those furnished as an integral part of equipment and factory installed on the equipment, shall be of the same manufacturer.

M. Starters shall be as manufactured by Westinghouse, General Electric, Square D, Eaton/Cutler-Hammer, Allen-Bradley or approved equal.

N. Shop drawings shall be provided with dimensions, ratings, wiring diagrams and schedule of nameplates for approval prior to fabrication.

1.29 MOTOR CONTROLLERS

A. Motor controllers shall be defined as control devices such as pushbuttons, switches, etc. which are not mounted in starter cover, required for remote control of motors.

B. Unless otherwise noted, motor controllers shall be housed in NEMA Type 1 general purpose enclosures. Outdoor controllers shall be provided with weatherproof NEMA Type 4 enclosures. Provide nameplate to indicate the motor with which they are associated.

C. The controllers to be installed in finished area shall be flush mounted.

D. The Contractor shall install and provide wiring for motor controllers. The Contractor shall furnish and install the controllers.

E. Unless otherwise noted, pushbuttons shall be of the normal duty, spring return momentary type.

F. Selector switches and pushbuttons shall be equipped with nameplates indicating the function of each of their positions as noted in the list of electric motors and motor controls or shown on the drawings.

G. Pilot light shall be transformer or series resistor type for operation at 120 V.

H. Pilot lights shall be equipped with nameplates indicating the operating conditions they annunciate as noted in the list of electric motors and motor controls or shown on the drawings.

1.30 SEMI-FINAL AND FINAL SITE VISITS FOR OBSERVATION

A. As the project approaches completion, the Commissioner, at his discretion shall determine a period of time in which they shall perform a Semi-Final Site Visit to observe the completed installation. At the conclusion of this Semi-Final Site Visit, a Semi-Final Punchlist shall be issued to the Contractor for the deficiencies in the work. Complete all work and perform all corrective measures as required by the Semi-Final Punchlist. After this corrective and completion work has been accomplished, in writing, advise the Commissioner that every item on the Semi-Final Punchlist has been completed. After the Commissioner makes a Final Site Visit to observe the work and make a Punchlist, a similar letter of Compliance shall be forwarded through channels.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION 230000

SECTION 230010 - GENERAL PROVISIONS FOR HVAC WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is coordinated with and complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK INCLUDED

A. Work Included:

1. The work includes providing all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all Heating, Ventilating and Air Conditioning Work as shown on the Drawings and hereinafter specified, including, but not limited to the following:

   a. Disconnect and remove existing two (2) existing spot cooler AC units assembly with ductwork and controls (location equipment racks on cellar level). Both units shall be stored as per City of New York directives. Disconnect, remove and dispose of refrigerant gas in accordance with New York City Fire Codes and requirements of Chapter 11 of the New York City Mechanical Code.
   b. Disconnect and remove partial supply and return ductwork including supply air outlets, return air inlets and duct hanger supports.
   c. Temporary duct opening shall be blanked off air tight for reuse.
   d. Disconnect and remove existing wall mounted thermostats with pneumatic tubing and controls. Pneumatic tube opening shall be capped air tight.
   e. Install four (4) air cooled split AC units including outdoor air cooled condensers, condensate pumps, refrigerant piping and controls. (AC units are furnished by Tenant).
   f. Computer type air cooled AC unit including outdoor air cooled condenser, duct distribution systems, refrigerant piping, condensate pump, leak detection system, S.S. drain pan and controls.

g. Outdoor air cooled condenser and condensing unit assemblies shall be located on grade level with 6" concrete pad. Provide refrigeration piping and accessories as per specifications and drawings.
h. All motor starters and controllers for equipment furnished by the Contractor. Packaged type units shall be furnished completely prewired with panels mounted on the units and/or as specified.
i. Wall mounted space temperature sensors.
j. Vibration isolators.
k. Piping, fittings, and valves.
l. Piping and duct insulation.
m. Sheet metal ductwork and accessories such as dampers, access doors, etc.
n. Pipe, duct and equipment insulation.
o. Instrumentation and Controls of HVAC (Building Management System): A complete electronic system of temperature control shall be installed in connection with the HVAC systems, including all temperature sensors, controls and ties with existing centralized BMS system. All control and low voltage power wiring for automatic temperature controls, including interlocking wiring for fans, etc. by the Contractor including DDC remote panels for each equipment.
p. Painting and pipe identification for all work by this Contractor is previously specified under "Special Requirements for Mechanical and Electrical Work".
q. Test and balancing:
Existing AC-5 with RF-5, existing AC-4 with RF-4 for new work, CRAC-1 w/ACC-1 system and four (4) air cooled split AC systems.
r. Sleeves, pipe inserts and anchor bolts, escutcheons, etc., as hereinafter specified.
s. Identification, name plates, tags and charts.
t. Cutting and rough patching and core drills for piping work.
u. Furnishing and setting of electric motors.
v. Starters and motor control devices as specified under "Special Requirements for Mechanical and Electrical Work".
w. Templates and anchor bolts for equipment bases.
x. Removal, relocation and/or demolition of existing HVAC work in conjunction with the existing buildings in order to erect the new work as indicated on the Contract Drawings and as required.
y. Performing controlled inspections as required by DOB codes for all work installed.
z. Rigging and hoisting.
aa. Installation of duct smoke detectors.
bb. Combination fire smoker dampers, fire dampers, dampers.
cc. Ductwork, piping, air outlets, access doors.
dd. Stainless steel drip pan under the CRAC-1 unit with leak detection system.

1.4 WORK INCLUDED UNDER OTHER SECTIONS OF THE SPECIFICATIONS

A. The following work is included under other Sections of the Specifications:

1. Framed openings as required for ductwork.
2. Major cutting and patching for ductwork.
3. Power wiring for all motors except where otherwise noted.
4. Setting of access doors.
5. All motor disconnect switches, except where in combination starters and where otherwise noted.

6. Dunnage beams for HVAC equipment.
7. Finish painting.
8. Access doors in ceiling and walls.
9. Finish patching.
10. Fan shutdown system.
11. Mounting of all starters, starter panelboards, and motor control devices: Division 26.
12. Concrete pads for HVAC equipment, such as outdoor air cooled condenser and condensing units on grade level.
13. For refrigerant piping requirements see Section 232113 "Piping for HVAC".

1.5 QUALITY ASSURANCE

A. Perform work in accordance with quality established in Section 23000 "Special Requirements for Mechanical and Electrical Work", and hereinafter specified. All work performed shall comply with local codes.

1.6 BUILDING REQUIREMENTS AND CRITERIA

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

1.7 SUBMITTALS

A. Submit shop drawings covering the following items:

1. Coordination drawings.
2. Internal cleaning and treating of piping.
3. Sleeve and ductwork penetration drawings.
4. Identification schedule and samples.
5. Computer type air cooled split AC units with all accessories.
6. Air filters and draft gauges.
7. Schedule of ductwork, joints, gauges, supports, flexible connections, fire dampers, access doors, etc.
8. Sheet metal fabrication drawings.
9. Machinery guards and V-belt drives.
10. Schedule of piping and fitting materials.
11. Piping shop drawings.
12. Schedule of pipe and ductwork supports, including inserts, escutcheons, etc.
13. All motor starters and motor control devices.
14. Schedule of insulation types and samples of each type.
15. Vibration isolation schedule.
16. Acoustic material.
17. Automatic temperature controls (Building Management System).
18. Balancing and testing reports.

B. All shop drawings being submitted that include electrical work shall be submitted with all internal and external wiring diagrams.

PART 2 - PRODUCTS

2.1 SPARE PARTS

A. Filters:

1. The Contractor shall furnish a minimum of two complete spare filter sets for the filters for all units.

B. Miscellaneous Spare Parts:

1. Furnish one complete set of V-belts for each belt driven unit installed.

2.2 LIST OF MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Computer type air cooled split AC units w/all accessories

   a. Liebert
   b. Mitsubishi Electric
   c. Sanyo

2. Air Filters

   a. American Air Filter Farr
   b. Cambridge
   c. Purolator

3. Draft Gauges

   a. Dwyer
   b. Ashcroft
   c. Ametek

4. Motors

   a. General Electric
   b. Westinghouse
   c. Allis Chalmers

5. Starters, Motor Control Centers, Switches

   a. General Electric
   b. Westinghouse
   c. Cutler-Hammer

6. Insulation and Acoustic Lining

   a. Owens-Corning Fiberglas Corp.

b. CSG Snap-on
c. Johns Manville

7. Vibration Isolation

a. Vibration Eliminator Co.
b. Mason Industries
c. Korfund Corp

8. Automatic Temperature Controls

a. Siemens Controls
b. Honeywell
c. Andover

9. Diffusers, Registers

a. Anemostat
b. Titus
c. Kruger

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 230010

SECTION 230593 - TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project.

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions, General Requirements and Supplemental General Requirements, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. All piping and equipment shall be tested. Labor including standby electrician, materials, instruments and power required for testing shall be furnished unless otherwise indicated under the particular Section of the Specification.

B. Tests shall be performed in the presence of and to the satisfaction of the Commissioner and such other parties as may have legal jurisdiction.

C. In no case shall piping, equipment, or accessories be subjected to pressure exceeding their ratings.

D. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Commissioner.

E. Any damage resulting from tests to any and all trades shall be repaired and damaged materials replaced, all to the satisfaction of the Commissioner.

F. The duration of tests shall be as determined by all authorities having jurisdiction, but in no case less than the time prescribed below.

G. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems, and their controls. Whenever the equipment or system under test is interrelated and depends upon the operation of other equipment, systems and controls for proper operation,

functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.

H. All fans and duct systems shall be completely balanced by the adjustment of sheaves, dampers, registers and other volume and diverting control devices, to obtain the air quantities indicated on the design drawings. Replace sheaves if required to meet design conditions. Provide two sets of belts, drives, sheaves for each fan. One for initial balancing, second set for final balancing.

I. All piping systems shall be completely balanced by the adjustment of plug cocks, globe valves or other control devices, to obtain flow quantities indicated on the design drawings.

J. Tests shall be performed in presence and to satisfaction of the Commissioner, and such other parties as may have legal jurisdiction. Submit completed reports for approval.

1.4 QUALITY ASSURANCE

A. Prior to installation of the mechanical systems, engage the services of an independent air and water balancing firm that shall be subject to the approval of the Commissioner. The firm shall have no affiliation with a mechanical contracting or sheet metal company. Balancing and testing company shall be a member of the Associated Air Balance Council. The balancing firm shall have at least one member of its full time staff who is a licensed professional engineer who shall supervise the balancing work. The final report shall be signed and sealed by N.Y.P.E. Prior to balancing, a list of instruments to be used shall be submitted to the Commissioner. All instruments shall be calibrated within six months before tests.

B. When all specified testing and balancing procedures have been completed, a written report shall be submitted to the Commissioner for review. The report shall be tabulated in standard AABC format. As part of the Commissioner 's review process, the accuracy of the balancing report shall be field spot checked on a random basis, with the assistance of the balancing firm's project supervisor.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 FIELD TEST OF PIPING

A. During construction properly cap or plug all lines to prevent the entrance of sand, dirt, etc. The system of piping shall be blown through wherever necessary after completion (for the purpose of removing grit, dirt, sand, etc., from all equipment and piping), for as long a time as is required to thoroughly clean the apparatus.

B. Use anti-freeze solution for piping to be tested in winter.

C. All piping shall be tested as hereinafter specified. Tests shall be made after erection and before covering is applied or piping painted or concealed, and as sections of mains and groups of risers is completed. The extent of the work completed before pressure tests are made shall be determined by the Commissioner.

D. All piping, unless otherwise specified, shall be tested to a hydrostatic pressure at least 1-1/2 times the maximum designed working pressure (but not less than 50 lbs. per square inch) for a sufficiently long time to detect all leaks and defects; and after testing shall be made tight in the most approved manner. Tests shall be repeated once after leaks and defects have been repaired. When automatic control valves, equipment and similar devices which are incapable of withstanding test pressures applied to piping, such devices shall be removed, or otherwise protected during tests. After approval of such tests, devices shall be installed and tested with medium operating pressures. The following shall be tested for four consecutive hours and proved tight. Leaks shall be remedied by replacing defective work.

Hydrostatic Item	Field Test
Overflow and drain	50 psi
Chilled water	100 psi
Low pressure steam and condensate piping	100 psi

E. Leaks appearing during the various pressure tests shall be corrected by replacing all defective materials or welds and subsequent tests shall be made until the piping is found perfect. Caulking of screwed joints or pending of welds is prohibited. Wherever it is necessary to cut out a weld and the ends of the pipe cannot be conveniently brought together, then a short piece of pipe shall be fitted in and welded as approved by the Commissioner.

F. Provide all other tests required by the Building Department, Fire Department and all other authorities having jurisdiction.

3.2 RUNNING TEST OF PIPING SYSTEMS

A. When directed, any section of the work, after it has been completed and otherwise satisfactorily tested, shall be put in actual operation and operated for a period of two (2) days of 24 hours each, during which time any defects which may appear shall be remedied and any adjustment which may be necessary shall be made.

B. During the time of the tests, repack all valves, make all adjustments and otherwise put the apparatus in perfect condition for operation, and instruct the Commissioner's representative in the use and management of the apparatus.

C. Test of Refrigerator Piping

1. Refrigeration piping shall be tested in accordance with the recommendations of the refrigeration equipment manufacturer and in the following sequence for a period of 24 hours.

High Side	- Nitrogen at 300 psi
Low Side	- Nitrogen at 150 psi

Entire System - Freon at 5 psi

2. No visible leaks, losses in pressure or increase in vacuum occur during test period.

3.3 EQUIPMENT TEST

A. Demonstrate that all equipment and apparatus fulfill the requirements of the Specifications and that all equipment shall be operated and tested for rated capacities and specified characteristics. Voltage and amperage readings shall be taken on all electric motors.

B. Provide performance for the cooling tower certified by the Cooling Tower Institute.

C. Operate fans for 40 hours to demonstrate fans to operate at maximum capacity and for all variable volume dampers to be at the full open position.

D. Set the system up to operate with maximum return air and minimum outside air.

E. The following preliminary data should be obtained and recorded at the supply and return fans:

1. Fan and motor RPM.
2. Motor and current voltage.
3. Fan, coils and filter statics.
4. Nameplate data on the fans and motors.
5. Motor sheave, fan pulley and belt sizes.

F. Traverse the main supply ducts and return ducts to determine CFM deliveries of the fans.

G. Set the system to operate at 100% outside air and check the motor amperage. The motor amperage should remain relatively constant indicating no change in total air flow. If a change in flow does occur, adjust outside air, return air, and relief air dampers accordingly. Set enough variable volume controllers throughout the building to maximum in order to simulate a maximum load on the fan.

H. Measure the system duct static pressure at selected points throughout the system. Monitoring points shall be in those duct runs which are of the longest equivalent length (greatest friction loss). Monitor these points during the adjusting and balancing procedures to assure proper inlet static pressure is being maintained to the variable volume units.

I. Adjust the return fan to approximately 5% above design CFM and the supply fan to either 5% above design or to the point where the static pressure at the end of each branch is at required static pressure, whichever condition is reached first.

1. If the fan is adjusted to obtain the minimum static pressure, then it may be necessary to readjust the fan during the balancing as the static pressure will decrease as the constant volume controller deliveries are increased.

J. Make preliminary outlet readings and balance the outlets to design CFM and record all readings.

K. Individually set the controls for each variable volume damper to full heat the outlets.

L. Adjust the damper minimum position so the outlet total CFM is at the design minimum delivery. At the minimum delivery rate, the balance between the outlets may not hold, but no outlet adjustments should be made.

M. Check the variable volume controller for design delivery.

1. Check all the units, but make no adjustments. Report the results.
2. If check passes, then proceed with balancing.
3. Do all setting and adjusting required.
4. When necessary corrections have been made, a verification test will be required.

N. Adjust the outlets for design delivery.

O. The following final data should be obtained and recorded at the supply and return fans:

1. Fan and motor RPM.
2. Motor current and voltage.
3. Fans, coils and filter statics
4. Approximate motor sheave setting

P. Check the following controls:

1. All improperly operating items shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architects.

3.4 AIR LEAKAGE TEST FOR LOW PRESSURE DUCTWORK

A. The testing of all joints for air leakage after erection and the repair of any leaks are positive requirements. Leakage must be kept to a specified minimum. Testing of individual vertical risers and testing of all branches. Provide all required instruments.

B. Test shall be made at 3 inches for low pressure ducts, throughout water gauge static pressure. All risers, branches and runouts shall be tested after installation before insulation is applied and before the air mixing units are installed.

C. Equipment necessary for performing this test shall include a rotary hand blower calibrated orifice section and a "U" tube gauge board complete with cocks and rubber tubing. The test hookup, as well as details for the fabrication of the orifice section shall be in accordance with the recommendation of the "Medium Velocity Duct Manual" of Sheet Metal and Air Conditioning Contractors National Association, Inc.

D. Leakage Class shall be Class 6 for all rectangular duct and Leakage Class 3 for all round and oval ducts.

3.5 TEST PREPARATION AND PROCEDURE

A. On initial startup, prior to any tests, check the rotation and running amperage of all fan and pump motors to prevent damage to equipment by overload.

B. Final balancing must be done with all systems completely installed and operating, and after the automatic temperature controls have had their final adjustment.

C. New, clean filters must be installed in all supply systems prior to balancing.

D. All main supply air ducts shall be traversed, using a pitot tube and manometer. The manometer shall be calibrated to read two significant figures in all velocity pressure ranges.

E. A main duct is defined as either of the following:

1. A duct serving five or more outlets.
2. A duct serving two or more branch ducts.
3. A duct serving a reheat coil.
4. A zone duct from a multizone unit.
5. A duct emanating from a fan discharge or plenum and terminating at one or more outlets.

F. The intent of this operation is to measure by traverse the total air quantity supplied by the fan and to verify the distribution of air to zones.

G. Submit data in support of all supply fan deliveries by the following four methods:

1. By summation of the air quantity readings at all outlets.
2. By duct traverse of main supply ducts.
3. By a rotating vane traverse across a filter or coil bank.
4. By plotting RPM and static pressure readings on the fan curve. Air density corrections must be indicated.

H. For return air exhaust fans, summation and duct traversing shall be sufficient.

I. Inspect all fan scrolls and remove objects or debris. Inspect all coils and remove debris or obstructions. Verify that all fire dampers are open.

J. The supply air systems shall be completely balanced prior to the final balancing of the water systems.

K. Upon completion of all air and water balancing, all duct dampers, plug valves and other throttling devices shall be marked in the final adjusted position.

3.6 AIR BALANCE

A. Record the following design requirements for all fans and fan motors from the approved shop drawings.

1. Air quantities – CFM
2. Approximate fan speed – RPM
3. Fan static pressure (total or external) - inches of water.
4. Maximum tip speed – FPM
5. Outlet velocity – FPM
6. Fan brake horsepower
7. Motor horsepower
8. Volts, phases, cycles and amps at design conditions.

B. Record the following data from all fans and fan motors installed at the project:

1. Manufacturer, model and size
2. Motor horsepower, service factor and RPM
3. Volts, phases, cycles and full load amps
4. Motor starter and heaters size
5. Equipment location

C. All fans and duct systems shall be completely balanced by the adjustment of sheaves, dampers, registers and other volume and diverting control devices, to obtain the air quantities indicated on the Drawings. Outside air and return air modulating dampers shall be adjusted to admit the specified quantities of air under all cycles of operation. All final adjusted air quantities shall be within 10% of the design requirements. Replace sheaves if required to meet design conditions.

Provide two sets of belts, pulley, drives for each belt driven fan. One for initial balancing, second set for final balancing.

D. Record the following test data for all fans and motors installed at the Project at final balanced conditions:

1. Fan speed RPM.
2. Fan static pressure (external and total) inches of water.
3. Static pressure drop across each component including all filters, dampers, coils and other items in the supply fan casings.
4. Motor operating amps.
5. Actual voltage
6. Fan CFM
7. Calculated brake horsepower.

E. Submit single line diagrams of all duct systems indicating all terminal outlets identified by outlet number, system number, room number and floors. Data sheets shall list all such outlets denoted by the same numbers, including the outlet's size, "K" factor, location, CFM and jet velocity.

F. Submit this data for all supply, return exhaust air systems.

G. Adjust the outside air and return air dampers to admit the required amounts of air under both summer and winter cycles. Record and submit the outside, return and mixed air temperatures for both cycles after final adjustments.

H. **Air balancing shall be performed with filters partially blocked to simulate a pressure drop across the filters equal to that midway between the clean and the dirty condition.**

I. Existing AC-5 with RF-5 system: Replace existing pulley belt drive assembly if required at no additional cost to the owner.

J. Existing AC-4 with RF-4 for new work.

K. CRAC-1 w/ACC-1 system.

L. Four (4) air cooled split AC system.

SECTION 230716 - INSULATION OF HVAC WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is coordinate with and complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to HVAC Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes furnishing and installing all labor, materials, equipment, accessories and services necessary to provide Piping, Ductwork and Equipment Insulation installation, which is complete in every respect and of the composition and quality as shown on the Drawings and hereinafter specified.

1.4 PIPE INSULATION

A. The following pipes shall not be insulated. Insulate all other piping:

1. Automatic air vent drain pipes.

1.5 DUCTWORK INSULATION

A. Insulate all ductwork except the following portions of ductwork:

1. Double wall ducts and plenums internally with sound absorptive lining and provided with minimum R-6.

2. All exhaust ductwork before motorized damper to outdoor exhaust, except where otherwise noted.

1.6 QUALITY ASSURANCE

A. "Installer": A firm with at least three (3) years successful installation experience on projects with piping and ductwork insulation similar to that required for this project.

B. All insulation shall have composite (including insulation jacket or facing and adhesive) fire and smoke hazard ratings as tested by procedure ASTM E-84, NFPA 255 and UL 723 not exceeding:

1. Flame Spread 25
2. Smoke Developed 50
3. Fuel Contributed 50

C. Accessories such as adhesives, mastics, cements, tapes and cloths for fittings shall have component ratings as listed above. All products shall bear UL labels indicating the above are not exceeded.

D. Provide certifications or other data as necessary to show compliance with these Specifications and governing regulations. Include proof of compliance for test of products for fire rating, corrosiveness, and compressive strength.

1.7 SUBMITTALS

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.8 GUARANTEE

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Protect insulation against dirt, water, chemical and mechanical damage. Do not install damaged insulation; remove from project site.

B. Deliver insulation, coverings, cements, adhesives and coatings to the site in factory-fabricated containers with the manufacturer's stamp, or label, affixed showing fire hazard ratings of the products.

C. Store insulation in original wrappings and protect from weather and construction traffic.

PART 2 - PRODUCTS

2.1 COLD PIPING INSULATION

A. The following piping shall be covered with fiberglass insulation with vapor barrier of following thickness:

Service	Thickness/Material

Refrigerant Suction and Hot-Gas	
Up to 2½"	1½"/Elastomeric
Above 2½"	2"/Elastomeric
Air Conditioning Unit Drains	
Up to 1½"	1"/Fiberglass
Above 2"	1½"/Fiberglass

B. Insulation shall be glass fiber with a maximum K factor of 0.23 at 75°F mean temperature with factory-applied all service vapor barrier jacket. Density shall be not less than 3 lbs. per cubic foot.

C. Insulation shall be heavy density fiberglass sectional pipe insulation as made by Owens-Corning Fiberglas Corp. or CSG's "Snap-On" or Manville "Flame-Safe" fiberglass insulation.

D. Flexible Elastomeric Insulation: Closed-cell, sponge or expanded rubber materials. Comply with ASTM C534, Type I for tubular materials. As made by Aeroflex USA, Inc.; Aerocel Armacell LLC: AP Armaflex, or K-Flex USA; Insul-Lock, Insul-Tube and K-Flex LS.

E. ASJ longitudinal lap and 4 inch wide vapor barrier joint sealing strips shall be adhered with fire-resistant vapor barrier lap adhesive. Ends of pipe insulation shall be sealed off at all flanges, fittings, valves and at intervals of 21 feet on continuous runs of pipe, with fire-resistant vapor barrier coating. Subject to compliance with requirements, provide products by one of the following or approved equal: Benjamin Foster, Chicago Mastic, Insul-Coustic.

F. All fittings, valves and flanges for pipe sizes smaller than 4" shall be insulated with molded fiberglass fittings of same thickness as the adjoining pipe insulation, secured with No. 20 gauge galvanized annealed steel wire and coated with ¼" thick finishing cement. Subject to compliance with requirements, provide products by one of the following or approved equal: Manville, Keene Corp., Forty-Eight Insulations, Inc.

G. All fittings, valves and flanges for pipe sizes 4" and larger shall be insulated with fabricated mitered segments of pipe insulation of same thickness as the adjoining pipe insulation, secured with No. 20 gauge galvanized annealed steel wire and coated with ¼" thick finishing cement. Subject to compliance with requirements, provide products by one of the following or approved equal: Manville, Insulation Industries, Keene Corp.

H. All coated molded fittings and mitered segments shall be vapor sealed with a layer of open weave glass fabric embedded between two 1/16" thick coats of lap seal at least 1" for molded type and 2" for mitered type on itself and adjoining insulation. Subject to compliance with requirements, provide products by one of the following or approved equal: Manville, Benjamin Foster, Keene Corp.

I. All fittings, valves and flanges exposed to view shall be additionally finished with fitting cloth, smoothly adhered, coated and lap as described above. Subject to compliance with requirements, provide products by one of the following or approved equal: Manville, Benjamin Foster, Keene Corp.

J. Direct contact between pipe and hanger shall be avoided. Hanger shall pass outside of a metal saddle which shall cover a section of high density insulation (such as calcium silicate) of sufficient length to support pipe without crushing insulation. Hangers shall not pierce insulation and all vapor barriers shall be unbroken and continuous.

K. At pipe supports insulation shield protection saddles and matching hanger shall be used.

L. All strainers for chilled water piping shall be insulated and boxed in with galvanized sheet metal cover, and insulation shall be made removable.

M. All insulated piping shall be provided with aluminum sheet 0.16 inch thick jacketing.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

1. Products: Subject to compliance with requirements, provide one of the following:

a) Aeroflex USA, Inc.; Aeroseal.
b) Armacell LLC; Armaflex 520 Adhesive.
c) Foster Brand, Specialty Construction Brands, Inc., a business of H.B. Fuller Company; 85-75
d) K-Flex USA; R-373 Contact Adhesive.

2. For indoor application, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 PVC INSULATED FITTING COVERS

A. The Contractor shall have option to rated PVC covers as made by Manville, Certain-Teed, Knauf or approved equal.

B. Cold Systems: Fittings shall be insulated by applying the proper factory precut Hi-Lo Temp insulation insert to the pipe fitting. The ends of the Hi-Lo Temp insulation insert shall be tucked snugly into the throat of the fitting and the edges adjacent to the pipe covering tufted and tucked in, fully insulating the pipe fitting.

C. A vapor barrier mastic compatible with the PVC shall be applied around the edges of the adjoining pipe insulation and on the fitting cover throat overlap seam. The PVC fitting cover is then applied and shall be secured with pressure sensitive pearl gray Z-Tape along the circumferential edges. The tape shall extend over the adjacent pipe insulation and have an overlap on itself at least 2" on the downward side.

D. 2 or more layers of the Hi-Lo Temp insulation inserts shall be applied with the first layer being secured with a few wrappings of fiberglass yarn.

E. Refrigerant systems and cold systems in severe ambient conditions: Fittings shall be insulated to a full thickness the same as the adjacent pipe insulation, with insulation which has been mitered to conform to the PVC fitting cover. An intermediate vapor barrier compatible with the PVC shall be applied, completely sealing the insulation and on the fitting cover overlap seam. The PVC fitting cover is then applied and shall be secured with pressure sensitive pearl gray Z-

Tape along the throat seam and the circumferential edges overlapping itself 2" on the downward side.

F. Qualifications for Using Insulation: When the pipe insulation thickness is greater than 1½" or the pipe temperature is greater than 250°F or less than 45°F, additional insulation inserts should be used. Use one Hi-Lo Temp insert for each additional 1" of pipe insulation.

G. Fitting cover: The temperature of the PVC fitting cover must be kept below 150°F by the use of proper thickness of insulation and by keeping the PVC cover away from contact with, or exposure to, sources of direct or radiant heat.

H. All insulated piping shall be provided with aluminum sheet 0.016 inch thick jacketing.

2.4 PIPING EXPOSED TO FREEZING (INCLUDE PIPE IN CHASES)

A. Insulation on any piping, fitting, flange and valve located in areas exposed to freezing (in unheated areas, pipe/duct shafts, and where noted on the Drawings as to provide "Frost Insulation") shall, in addition to above covering, be increased by one inch with the same finish as specified for the particular service when not subject to freezing. Insulation shall always be a minimum of 2½" inches in thickness.

B. Weatherproofing of Piping:

1. Weatherproofing all insulated outdoor piping.
2. Fittings insulation shall be heavily coat with weatherproof mastic. Embed into the wet coat a layer of open weave glass cloth and finish with a second coat of same mastic over entire surface.
3. Where weatherproofing is required, in addition to insulation and finishes specified for frostproof, cover with crimped aluminum sheet .016 inch thick with lock seams at longitudinal seams, and preformed straps at transverse joints. Joints and jacket shall provide complete weatherproof protection either by mechanical contact or by use of a permanently plastic weatherproof sealant.

2.5 FIRE STOPPING

A. Packing of openings, where ducts and pipes penetrate fire barriers, shall be done with mineral wool insulation as made by United States Gypsum, Co., Roxul, Owens-Corning, or approved equal.

B. Insulation shall comply with Fed. Spec. HH-1-558, Form A, Class 4, K=0.24, melting point 2000°F.

2.6 DUCTWORK INSULATION

A. Insulation for Concealed Duct

1. Except where otherwise noted, all concealed rectangular and round ductwork shall be covered with flexible duct insulation with vapor barrier and of the thickness indicated below.

Service	Thickness	Installed Min. R Value	With
Cold and Hot Air Supply Ducts	1½"	6	Vapor Barrier
Return Air Ducts	1½"	6	Vapor Barrier

B. Flexible duct insulation with vapor barrier shall be 1 lb. per cu. ft. density glass fiber with a maximum K factor of 0.29 at 75°F mean temperature, with reinforced foil-faced, flame resistant kraft vapor barrier.

C. All supply and return air ducts and plenums shall be installed with a min. of R-5 insulation when located in unconditioned spaces and with a min. of R-8 insulation when located outside of the building, including outside air intake duct located inside the building.

D. Insulation with vapor barrier shall be duct wrap insulation FRK-25, type 100 as made by Owens-Corning or Manville Microlite with FRK vapor barrier facing or standard duct insulation as made by CGG with FRK facing.

E. Flexible duct insulation without vapor barrier shall be 1lb. per cu. ft. density glass fiber with a maximum K factor of 0.29 at 75°F mean temperature and shall be Owens Corning Fiberglass Type 75P, Manville Microlite or approved equal.

F. Adhere insulation to duct with fire resistant adhesive, applied in 4 inch wide transverse strips at 8 inch intervals. Insulation shall be butted with facing overlapping all joints at least 2 inches and sealed with fire resistant adhesive. For insulation with vapor barrier use fire resistant vapor barrier adhesive and joints without tabs shall be firmly sealed with aluminum foil tape adhered with same adhesive. Secure insulation with 18 gauge corrosion resistant wire spaced not more than 18 inches on center. Subject to compliance with requirements, provide products by one of the following or approved equal: Benjamin Foster, Chicago Mastic, Insul-Coustic.

G. Additionally, secure insulation to bottom of rectangular ducts over 24" wide with welded pins or stick clips on 18" centers.

H. Insulation for Exposed Rectangular Duct

1. Except where otherwise noted, all exposed rectangular ductwork shall be covered with rigid duct insulation with and of the thickness indicated below.

Service	Thickness	Installed Min R Value	With
Cold and Hot Air Supply Ducts Except where otherwise noted	1½"	6	Vapor Barrier

Contractor shall increase the specified insulation to maintain indicated R-value if required.

2. Rigid duct insulation with vapor barrier shall be 6 lbs. per cu. ft. density glass fiber with maximum K factor of 0.22 at 75°F mean temperature with fire retardant vapor barrier facing all service jacket (white finish).
3. Rigid duct insulation with vapor barrier shall be Fiberglass Type 705 by Owens-Corning or Manville, No. 817 w/ASJ or Knauf Insulation.

4. Rigid duct insulation without vapor barrier shall be 6 lbs. per. cu. ft. density glass fiber with maximum K factor of 0.22 at 75°F mean temperature. With fire retardant facing foil reinforced draft. (all service jacket).
5. Rigid duct insulation without vapor barrier shall be Fiberglass type 705 by Owens-Corning, Manville, No. 817 w/ASJ or Knauf Insulation.
6. Insulation shall be fastened to duct with 12 gauge welded pins and washers, or equivalent as approved. Fasteners shall be spaced 12 to 18 inches on center, a minimum of two rows per side of duct. Secure insulation in place with washers firmly embedded in insulation, or push a self-locking cap over pin after coating with fitting mastic type C.
7. Seal all joints, breaks and impressions with fire resistant vapor barrier adhesive and apply 5" wide joint sealing tape to all joints. All surface must be clean and dry before applying tape. Subject to compliance with requirements, provide products by one of the following or approved equal: Benjamin Foster, Chicago Mastic, Insul-Coustic.

I. Insulation for Exposed Round Duct

1. Insulation for exposed round ductwork shall be of material as specified for concealed ductwork and shall be covered with glass cloth or all service jacket smoothly adhered with adhesive. Seal joints with 5" wide tape. Subject to compliance with requirements, provide products by one of the following or approved equal: Benjamin Foster, Chicago Mastic, Insul-Coustic.

Service	Thickness
Cold and Hot Air Supply Ducts	1½" with vapor barrier

2. The Contractor shall have the option to use the following material: Insulation for round ducts shall be of thickness noted above and shall be fiberglass bendable board having a factory applied ASJ vapor barrier jacket secured with staples and ASJ pressure sensitive tape, or approved equal. Bendable board is a 3.00 p.c.f. board cut into strips, adhered to jacketing it must have a UL label. Subject to compliance with requirements, provide products by one of the following or approved equal: IMC, Manville, Owens-Corning.
3. Transition ductwork at sound traps shall be insulated with 1" thickness, 6 lb. density, fibrous glass board with reinforced aluminum vapor barrier. Fasten insulation in place with welded pins and washers or equivalent mechanical fastening method, as approved. Seal all joints with vapor barrier adhesive to provide continuous vapor barrier. All edges, corners and joints, reinforced with 4" wide tape. Tape, of type, and applied in strict conformance with manufacturer's recommendations. Over the insulation apply a flood coat of vapor seal coating. Provide fiberglass fitting tape or glass cloth smoothly adhered. Subject to compliance with requirements, provide products by one of the following or approved equal: Benjamin Foster, Chicago Mastic, Insul-Coustic.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where this insulation is to be installed and determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install insulation in accordance with manufacturer's written instructions, and with recognized industry practices, to ensure that insulation complies with requirements and serves intended purposes.

B. Coordinate with other work as necessary to interface installation of insulation with other components of systems.

C. All insulating materials shall be applied only by experienced workmen, in accordance with the best covering practice. All piping, duct or equipment shall be blown out, cleaned, tested and painted prior to the application of any covering. Adhesives, sealers and mastics shall not be applied, when the ambient temperature is below 40°F., or surfaces are wet.

D. Insulation for factory-fabricated air handling units, furnished as part of units.

E. At all openings in insulation, insulate edges neatly and protect with sheet metal frames.

F. All items described in general indicate the type of covering required, however, all piping, ductwork or equipment that transmits heat or will form condensation shall be insulated.

G. Finish for Concealed Pipe Insulation:

1. Cold and Hot-Cold Pipe - Factory ASJ sealed with vapor barrier adhesive, secured in place with staples 4" o.c. Cover staples with vapor proof adhesive or cement.
2. Insulated pipes in pipe chase shall have 0.016 inch thick aluminum jacket banded with ½" aluminum bands spaced 18 inch o.c. or two bands per section.

H. Finish for Exposed Pipe Insulation:

1. All exposed pipe insulation in pipe chase and outdoor shall have 0.016 inch thick aluminum jacket banded with ½" aluminum bands spaced 18 inch o.c. or two bands per section.
2. All piping and ductwork insulation shall be continuous through non-fire rated ceiling openings and sleeves passing through non-fire rated walls or floors. Sleeves shall be packed with mineral wool or thermofiber. Discontinue insulation as it passes through fire-rated wall or floor and use mineral wool or thermofiber packing instead. Specific mastics, adhesives and coating shall be applied in strict accordance with Manufacturer's instruction, including recommended coverages.
3. Where packaged type units are called for in the Specifications, or as scheduled on the Drawings, the insulation shall be as herein specified for the specific system.
4. All valved and capped outlets left for future work shall be insulated as herein specified for the specific systems with a removable section of insulation over caps.
5. Where insulation on existing piping, equipment, etc., has been cut, removed or damaged, this Contractor shall reinsulate as herein specified.
6. All insulation of access doors shall be set in sheet metal double-pan construction.

3.3 PROTECTION

A. The installer of the ductwork insulation shall advise the Contractor of required protection for the insulation work during the remainder of the construction period, to avoid damage and deterioration.

3.4 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated

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. 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 the 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.
5. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

3.5 FIELD-APPLIED JACKET INSTALLATION

A. 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 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 PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless steel bands 12 inches o.c. and at end joints.

END OF SECTION 230716

SECTION 230900 - INSTRUMENTATION AND CONTROLS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 DESCRIPTION

A. Proprietary Item: The item specified within this section is a proprietary product. The Contractor is required to provide such item from the designated manufacturer. Substitutions are not permissible and will not be approved.

B. Allowance Amount: Not to Exceed $3,000.00.

C. Payment: The allowance set forth above is provided to reimburse the Contractor for purchase of the proprietary item. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.

D. This Section is to coordinate with and be complementary to the General Conditions, General Requirements and Supplemental General Requirements, wherever applicable to Mechanical and Electrical Work.

E. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 SUMMARY

A. The Building Automation System components and associated devices must be compatible and shall be tied to the existing Lehman College, Campus-Wide Siemens (Apogee) BMS and Lab Control System.

B. The work of this section shall include the furnishing and installing of a complete Building Management System (BMS), fully and seamlessly integrated to the existing Siemens Apogee Automation System Servers and Clients already present at Lehman College.

1. The BMS shall control the various Heating, Ventilating and Air Conditioning and other systems of the building(s) including the following:

   a. Air cooled split air conditionings for server room. (AC-1 with ACCU-1, AC-2 with ACCU-2, AC-3 with ACCU-3 and AC-4 with ACCU-4)

      1) Condensate pump.

   b. Air cooled split air conditioning for studio control room. (AC-5 with ACCU-5)

      1) Condensate pump.

2. The BMS shall be fully integrated to the following systems:

   a. Existing Siemens Apogee BMS (Use of internet explorer for web interrogation of a non-Siemens BMS is not acceptable. Standalone systems are not acceptable.)

1.4 DEFINITIONS

A. DDC: Direct digital control.

B. I/O: Input/output.

C. MS/TP: Master slave/token passing.

D. PC: Personal computer.

E. PID: Proportional plus integral plus derivative.

F. RTD: Resistance temperature detector.

1.5 SYSTEM PERFORMANCE

A. Comply with the following performance requirements:

1. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 10 seconds.
2. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
3. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
4. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
5. Alarm Response Time: Annunciate alarm at workstation within 45 seconds. Multiple workstations must receive alarms within five seconds of each other.
6. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
7. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.

8. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:

   a. Space Temperature: Plus or minus 1 deg F.
   b. Ducted Air Temperature: Plus or minus 1 deg F.
   c. Outside Air Temperature: Plus or minus 2 deg F.
   d. Airflow (Measuring Stations): Plus or minus 5 percent of full scale.
   e. Airflow (Terminal): Plus or minus 10 percent of full scale.
   f. Air Pressure (Ducts): Plus or minus 0.1-inch wg.

1.6 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. DDC System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for operator workstation equipment, interface equipment, control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.
   2. Control System Software: Include technical data for operating system software, operator interface, color graphics, and other third-party 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. DDC System Hardware:

      a. Wiring diagrams for control units with termination numbers.
      b. Schematic diagrams and floor plans for field sensors and control hardware.
      c. Schematic diagrams for control, communication, and power wiring, showing trunk data conductors and wiring between operator workstation and control unit locations.

   9. Control System Software: List of color graphics indicating monitored systems, data (connected and calculated) point addresses, output schedule, and operator notations.
   10. Controlled Systems:

a. Schematic diagrams of each controlled system with control points labeled and control elements graphically 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.

11. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For HVAC instrumentation and control system to include the following:

1. Maintenance instructions and lists of spare parts for each type of control device.
2. Interconnection wiring diagrams with identified and numbered system components and devices.
3. Operator's Manual
4. Inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
5. Calibration records and list of set points.

B. Software and Firmware Operational Documentation: Include the following:

1. Software operating and upgrade manuals.
2. Program Software Backup: On a magnetic media or compact disc, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.8 QUALITY ASSURANCE

A. All BAS peer-to-peer network controllers, central system controllers, and local user displays shall be UL Listed under Standard UL 916, category PAZX; Standard ULC C100, category UUKL7; and under Standard UL 864, categories UUKL, UDTZ, and QVAX and be so listed at the time of bid. All floor level controllers shall comply, at a minimum, with UL Standard UL 91 6category PAZX; Standard UL 864, categories UDTZ, and QVAX and be so listed at the time of Bid.

B. The BAS peer-to-peer network controllers and local user display shall also comply with the European Electromagnetic Compatibility (EMC) Framework, and bear the C-Tic Mark to show compliance. The purpose of the regulation is to minimize electromagnetic interference between electronic products, which may diminish the performance of electrical products or disrupt essential communications.

C. DDC peer-to-peer controllers shall be compliant with the European EMC Directive, Standards EN 50081-2 and EN 50082-2, at the Industrial Levels. Additionally the equipment shall be compliant with the European LVD Directive and bear the CE mark in order to show compliance to both directives.

D. The manufacturer of the building automation system shall provide documentation supporting compliance with ISO-9002 (Model for Quality Assurance in Production, Installation, and Servicing) and ISO-140001 (The application of well-accepted business management principles to the environment). The intent of this specification requirement is to ensure that the products from the manufacturer are delivered through a Quality System and Framework that will assure consistency in the products delivered for this project.

E. This system shall have a documented history of compatibility by design for a minimum of three (3) years. Compatibility shall be defined as the ability to upgrade existing field panels to current level of technology, and extend new field panels on a previously installed network. Compatibility shall be defined as the ability for any existing field panel microprocessor to be connected and directly communicate with new field panels without bridges, routers or protocol converters.

1.9 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.

1.10 WARRANTY

A. Provide all services, materials and equipment necessary for the successful operation of the entire BAS system for a period of one year after beneficial use.

B. The adjustment, required testing, and repair of the system includes all computer equipment, transmission equipment and all sensors and control devices.

C. The on-line support services shall allow the local BAS subcontractor to dial out over telephone lines to monitor and control the facility's building automation system. This remote connection to the facility shall be within 2 hours of the time that the problem is reported. This coverage shall be extended to include normal business hours, after business hours, weekends and holidays.

D. If the problem cannot be resolved on-line by the local office, the national office of the building automation system manufacturer shall have the same capabilities for remote connection to the facility. If the problem cannot be resolved with on-line support services, the BAS manufacturer shall dispatch the appropriate personnel to the job site to resolve the problem within 4 hours of the time that the problem is reported.

1.11 COORDINATION

A. Coordinate location of thermostats, humidistats, and other exposed control sensors with plans and room details before installation.

B. Coordinate supply of conditioned electrical branch circuits for control units.

C. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Base Bid is an extension of the existing Siemens Apogee Automation System performed by: Siemens Building Technologies, Inc., Corporate Branch Office Only, Pine Brook, NJ, Apogee Automation System.

B. Control system shall consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, and accessories to control mechanical systems.

C. Control system shall consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, and software connected to distributed controllers operating in multiuser, multitasking environment on an Ethernet network and programmed to control the mechanical systems. An existing operator workstation permits interface with the control network via dynamic color graphics with each mechanical system, building floor plan, and control device depicted by point-and-click graphics.

2.2 NETWORKING COMMUNICATIONS

A. The design of the BMS shall network Primary DDC Controllers on the campus Ethernet backbone using P-2 communication protocol. The network architecture shall consist of two levels for communication efficiency, utilizing campus-wide (Area Level Network) Ethernet network based on TCP/IP protocol with peer to peer primary DDC Controllers and DDC Floor Level Network Controllers with access being totally transparent to the user when accessing data or developing control programs.

2.3 NETWORKED PRIMARY DDC CONTROLLERS

A. Networked Primary DDC Controllers shall be, at minimum, a 32-bit stand-alone, multi tasking, multi user, real time digital control processors consisting of modular hardware with plug in enclosed processors.

B. Each Primary Controller shall house a minimum of 16 MB RAM and 8 MB Flash ROM memory to support its own operating system and databases, including:

1. Control processes
2. Energy management applications
3. Alarm management applications including custom alarm messages for each level alarm for each point in the system.
4. Historical/trend data for points specified
5. Maintenance support applications
6. Custom processes
7. Operator I/O
8. Remote communications

C. Networked Primary DDC Controllers shall provide a RS 232C serial data communication port for operation of operator I/O devices such as industry standard printers, operator terminals, modems and portable laptop operator's terminals.

D. Networked Primary DDC Controllers shall provide local LED status indication for each digital input and output for constant, up to date verification of all point conditions without the need for an operator I/O device.

E. Each Networked Primary DDC Controller shall continuously perform self diagnostics, communication diagnosis and diagnosis of all components. The HVAC Mechanical Equipment Primary Controller shall provide both local and remote annunciation of any detected component failures, low battery conditions or repeated failure to establish communication.

F. As indicated in the point I/O schedule, the operator shall have the ability to manually override automatic or centrally executed commands at the Networked Primary DDC Controller via local, point discrete, on board hand/off/auto operator override switches for digital control type points and gradual switches for analog control type points.

1. Switches shall be mounted either within the Networked Primary DDC Controllers key accessed enclosure, or externally mounted with each switch keyed to prevent unauthorized overrides.
2. Networked Primary DDC Controllers shall monitor the status of all overrides and inform the operator that automatic control has been inhibited. DDC Controllers shall also collect override activity information for reports.

G. Isolation shall be provided at all peer to peer network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:

1. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3 V
2. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC 1000-4-2) at 8 kV air discharge, 4 kV contact
3. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500 V signal, 1 kV power
4. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max) Isolation shall be provided at all peer to peer panel's AC input terminals to suppress induced voltage transients consistent with:

    a. IEEE Standard 587 1980
    b. UL 864 Supply Line Transients
    c. Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)

H. In the event of the loss of normal power, there shall be an orderly shutdown of all Networked Primary DDC Controllers to prevent the loss of database or operating system software. Non volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real time clock and all volatile memory for a minimum of 60 days cumulative.

I. 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. Output ripple of 5.0 mV maximum peak to peak.
2. Combined 1 percent line and load regulation with 100-mic.sec. response time for 50 percent load changes.

3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.

2.4 NETWORKED PRIMARY DDC CONTROLLER RESIDENT SOFTWARE FEATURES

A. General:

1. The software programs specified in this Section shall be provided as an integral part of Networked Primary DDC Controllers and shall not be dependent upon any higher level computer for execution.
2. All points shall be identified by up to 30 character point name and 16 character point descriptor. The same names shall be used at the PC workstation.
3. All digital points shall have user defined two-state status indication (descriptors with minimum of 8 characters allowed per state (i.e. summer/winter)).

B. Control Software Description:

1. The Networked Primary DDC Controllers shall have the ability to perform the following pre tested control algorithms:

a. Two position control
b. Proportional control
c. Proportional plus integral control
d. Proportional, integral, plus derivative control
e. Automatic tuning of control loops
f. Model Free Adaptive Control. Model Free Adaptive Control shall allow the DDC contractor to avoid PID loop tuning requirements. Provide performance graphs in lieu of weekly loop tuning during the warrantee period.

C. Networked Primary DDC Controllers shall provide the following energy management routines for the purpose of increasing energy performance by reducing demand, harvesting free energy, and increasing building efficiency.

1. Start Stop Time Optimization (SSTO) shall automatically be coordinated with event scheduling. The SSTO program shall start HVAC equipment at the latest possible time that will allow the equipment to achieve the desired zone condition by time of occupancy. The SSTO program shall also shut down HVAC equipment at the earliest possible time before the end of the occupancy period, and still maintain desired comfort conditions.

a. The SSTO program shall operate in both the heating and cooling seasons.

1) It shall be possible to apply the SSTO program to individual fan systems.
2) The SSTO program shall operate on both outside weather conditions as well as inside zone conditions and empirical factors.

b. The SSTO program shall meet the local code requirements for minimum outside air while the building is occupied.

2. Variable Volume Variable Pressure (VVVP) Fan Static Pressure Optimization Mathematical Duct Modeling Algorithms:

a. Provide controller with capability to implement VVVP duct static pressure optimization algorithms including all necessary hardware and software necessary for implementation.
b. VVVP programs shall operate whenever the fan is running.
c. VVVP test programs shall be installed during the warranty period.
d. The DDC Panel shall have the capability to report savings from VVVP implementation.
e. VVVP programs shall utilize artificial intelligence algorithms with feedback from flow set point values in individual terminal unit flow control PID loops. DDC controllers with VVVP programs requiring additional sensors, damper position indicators, or other field devices shall be provided complete with required end devices to enable VVVP.
f. Algorithm shall minimize fan energy required by minimizing static pressure set point.

3. Event Scheduling: Provide a comprehensive menu driven program to automatically start and stop designated points or groups of points according to a stored time.

a. It shall be possible to individually command a point or group of points.
b. For points assigned to one common load group, it shall be possible to assign variable time delays between each successive start or stop within that group.
c. The operator shall be able to define the following information:

1) Time, day
2) Commands such as on, off, auto, and so forth.
3) Time delays between successive commands.
4) There shall be provisions for manual overriding of each schedule by an appropriate operator.

d. It shall be possible to schedule events up to one year in advance.

1) Scheduling shall be calendar based.
2) Holidays shall allow for different schedules.

4. Enthalpy switchover (economizer). The Energy Management Control Software (EMCS) will control the position of the air handler relief, return, and outside air dampers. If the outside enthalpy falls below the return air enthalpy, the EMCS will modulate the dampers to provide 100 percent outside air. The user will be able to quickly changeover to an economizer system based on dry bulb temperature and will be able to override the economizer cycle and return to minimum outside air operation at any time.
5. Temperature-compensated duty cycling.

a. The DCCP (Duty Cycle Control Program) shall periodically stop and start loads according to various patterns.
b. The loads shall be cycled such that there is a net reduction in both the electrical demands and the energy consumed.

6. Automatic Daylight Savings Time Switchover: The system shall provide automatic time adjustment for switching to/from Daylight Savings Time.
7. Night setback control: The system shall provide the ability to automatically adjust setpoints for night control.

8. The system shall have the capability of a Peak Demand Limiting (PDL) program limiting the consumption of electricity to prevent electrical peak demand charges.

    a. PDL shall continuously track the amount of electricity being consumed, by monitoring one or more electrical kilowatt-hour/demand meters. These meters may measure the electrical consumption (kWh), electrical demand (kW), or both.
    b. PDL shall sample the meter data to continuously forecast the demand likely to be used during successive time intervals
    c. If the PDL forecasted demand indicates that electricity usage is likely to exceed a user preset maximum allowable level, then PDL shall automatically shed electrical loads.
    d. Once the demand peak has passed, loads that have been shed shall be restored and returned to normal control.

D. Networked Primary DDC Controllers shall be able to execute custom, job specific processes defined by the user, to automatically perform calculations and special control routines.

1. A single process shall be able to incorporate measured or calculated data from any and all other Networked Primary DDC Controllers on the network. In addition, a single process shall be able to issue commands to points in any and all other Networked Primary DDC Controllers on the network. Database shall support 30 character, English language point names, structured for searching and logs.
2. Processes shall be able to generate operator messages and advisories to operator I/O devices. A process shall be able to directly send a message to a specified device or cause the execution of a dial up connection to a remote device such as a printer or pager.
3. Networked Primary DDC Controller shall provide a HELP function key, providing enhanced context sensitive on-line help with task orientated information from the user manual.
4. Networked Primary DDC Controller shall be capable of comment lines for sequence of operation explanation.

E. Alarm management shall be provided to monitor and direct alarm information to operator devices. Each Networked Primary DDC Controller shall perform distributed, independent alarm analysis and filtering to minimize operator interruptions due to non critical alarms, minimize network traffic and prevent alarms from being lost. At no time shall the Networked Primary DDC Controllers ability to report alarms be affected by either operator or activity at a PC workstation, local I/O device or communications with other panels on the network.

1. All alarm or point change reports shall include the point's English language description and the time and date of occurrence.
2. The user shall be able to define the specific system reaction for each point. Alarms shall be prioritized to minimize nuisance reporting and to speed operator response to critical alarms. A minimum of six priority levels shall be provided for each point. Point priority levels shall be combined with user definable destination categories (PC, printer, DDC Controller, etc.) to provide full flexibility in defining the handling of system alarms. Each Networked Primary DDC Controller shall automatically inhibit the reporting of selected alarms during system shutdown and start up. Users shall have the ability to manually inhibit alarm reporting for each point.
3. Alarm reports and messages will be directed to a user defined list of operator devices or PCs based on time (after hours destinations) or based on priority.

4. In addition to the point's descriptor and the time and date, the user shall be able to print, display or store a 200 character alarm message to more fully describe the alarm condition or direct operator response.
5. In dial up applications, operator selected alarms shall initiate a call to a remote operator device.

F. A variety of historical data collection utilities shall be provided to manually or automatically sample, store and display system data for points as specified in the I/O summary and sequence of operations. Points shall be trended per the measurement and verification plan defined for this project. The entire collection process shall be automated so that the data collection definition, amount of data to be collected, collection report and scheduling take the form a wizard, or online assist utility, in order to complete this process within a short amount of time for a large group of points. Ability to produce a summary of changes in a log file.

1. Any point, physical or calculated may be designated for trending. Any point, regardless of physical location in the network, may be collected and stored in each Networked Primary DDC Controllers point group. Two methods of collection shall be allowed: either by a pre defined time interval or upon a pre defined change of value. Sample intervals of 1 minute to 7 days shall be provided. Each Networked Primary DDC Controller shall have a dedicated RAM based buffer for trend data and shall be capable of storing a minimum of 2500 data samples. All trend data shall be available for transfer to a Workstation without manual intervention.

    a. Time-interval based trending shall have the capability of synchronizing the trend sampling of discrete points. This allows for the comparison of values of several different points at the same moment in time.
    b. Trended points shall have the option of sampling data values based on the condition of a "trigger" point. (i.e., conditional trending). Options for sampling shall include: always sampling as defined, only sampling when the trended point is in the alarm condition, or not sampling.

2. Networked Primary DDC Controllers shall also provide high resolution sampling capability for verification of control loop performance. Operator initiated automatic and manual loop tuning algorithms shall be provided for operator selected PID control loops as identified in the point I/O summary.

    a. Loop tuning shall be capable of being initiated either locally at the Networked Primary DDC Controller, from a network workstation or remotely using dial in modems. For all loop tuning functions, access shall be limited to authorized personnel through password protection.

G. Networked Primary DDC Controllers shall be capable of automatically accumulating and storing run time hours for digital input and output points and automatically sample, calculate and store consumption totals for analog and digital pulse input type points, as specified in the point I/O schedule.

H. The peer to peer network shall allow the Networked Primary DDC Controllers to access any data from or send control commands and alarm reports directly to any other Networked Primary DDC Controller or combination of controllers on the network without dependence upon a central or intermediate processing device. Networked Primary DDC Controllers shall send alarm reports to multiple workstations without dependence upon a central or intermediate

processing device. The peer to peer network shall also allow any Networked Primary DDC Controller to access, edit, modify, add, delete, back up, and restore all system point database and all programs.

I. The peer-to-peer network shall allow the Networked Primary DDC Controllers to assign a minimum of 50 passwords access and control priorities to each operator individually. The logon password (at any PC workstation or portable operator terminal) shall enable the operator to monitor, adjust and control the points that the operator is authorized for. All other points shall not be displayed on the PC workstation or portable terminal (e.g. all base building and all tenant points shall be accessible to any base building operators, but only tenant points shall be accessible to tenant building operators). Passwords and priorities for every point shall be fully programmable and adjustable.

1. Passwords shall have the option to be configured to expire within a selected timeframe (1-365 days).

a. Configuring the password expiration shall also enable the functionality to lock-out a user account after three failed log-on attempts

2.5 FLOOR LEVEL NETWORK APPLICATION SPECIFIC CONTROLLERS (ASC)

A. Applications specific controllers shall be provided by Siemens Building Technologies, no exceptions.

B. Each DDC Controller shall be able to extend its performance and capacity through the use of remote application specific controllers (ASCs) through Floor Level LAN Device Networks.

C. Each ASC shall operate as a stand alone controller capable of performing its specified control responsibilities independently of other controllers in the network. Each ASC shall be a microprocessor based, multi tasking, real time digital control processor. Each ASC shall be capable of control of the terminal device independent of the manufacturer of the terminal device.

D. Each ASC shall be provided with its own PID control algorithms for control of temperature and airflow control loops. PID gains shall be adjustable.

1. Application specific controllers responsible for air terminal unit temperature control utilizing P gain or PI gain loops only shall be provided with discharge temperature sensors in addition to space temperature sensors to allow more precise control.
2. Application specific controllers responsible for fan coil unit or heat pump control utilizing P gain or PI gain loops only shall be provided with discharge temperature sensors and return temperature sensors in addition to space temperature sensors to allow more precise control.

E. Terminal Equipment Controllers (TEC):

1. Provide for control of each piece of equipment, including, but not limited to, the following:

a. Variable Air Volume (VAV) boxes with or without reheat serving non-laboratory rooms. Rooms with a supply box and a general exhaust box, or a fume hood

exhaust box, or both a general exhaust box and a fume hood exhaust box shall not utilize a commercial grade VAV terminal equipment controller.

b. Fan coil Unit Controllers

2. Controllers shall include all point inputs and outputs necessary to perform the specified control sequences. Analog outputs shall be industry standard signals such as 24V floating control, 3-15 psi pneumatic, 0-10v, allowing for interface to a variety of modulating actuators.
3. All controller sequences and operation shall provide closed loop control of the intended application. Closing control loops over the FLN, BLN or MLN is not acceptable
4. Each controller shall perform its primary control function independent of other DDC Controller LAN communication, or if LAN communication is interrupted. Reversion to a fail-safe mode of operation during LAN interruption is not acceptable. The controller shall receive its real-time data from the DDC Controller time clock to insure LAN continuity.
5. Each controller, lab and non-lab, shall include algorithms incorporating proportional, integral and derivative (PID) gains for all applications. All PID gains and biases shall be field-adjustable by the user via the portable operator's terminal. This functionality shall allow for tighter control of space conditions and shall facilitate optimal occupant comfort and energy savings.
6. Controllers that incorporate proportional (P) only or proportional and integral (PI) control algorithms only shall only be acceptable in non-lab applications given the provision of:

   a. Discharge air temperature sensors on all VAV boxes
   b. Discharge and return air temperature on all fan coil units

7. Commercial grade VAV / CAV controllers are not permissible for control of Laboratory supply and exhaust air terminals. Controllers shall be provided by an approved Lab Control System Manufacturer

2.6 PERSONAL COMPUTER OPERATOR WORKSTATION HARDWARE

A. The existing Apogee Automation System Server, Clients, Alarm, and graphics printers shall remain. The existing system software functionality shall remain. The new system shall be an extension of the existing Apogee Automation System. All system graphics shall be updated to reflect new equipment. New graphics shall be added to the system depicting the equipment and controls installed as part of this job. All points, programs, applications, and objects contained within the system extension shall be applied to existing access groups at the existing Siemens Front End such that, for example, users currently obtaining read only rights to graphics applications retain read-only rights to new graphics installed under this contract, users obtaining configure edit rights to point database and application programs shall continue to receive configure-edit rights to point database and application programs installed as part of this contract.

B. Extend all existing user definitions to match access and levels appropriate to the new equipment.

2.7 FIELD DEVICES

A. All devices and equipment shall be approved for installation.

B. All control signals for platinum RTD sensors, shall be via a 4-20 mA loop, 0 – 10V DC.

C. Temperature Sensors

1. Provide the following instrumentation as required by the monitoring, control and optimization functions. All temperature sensors serving main equipment (AHU, etc.) shall use RTD elements only and match existing installation. All control signals shall be via a 4-20 mA loop, 0 – 10V DC.

2. Room Temperature

Temperature monitoring range	+40/+90 F
Output signal	4-20 mAdc/0-10V DC
Installation adjustments	none required
Calibration adjustments	zero & span
Factory calibration point	70 deg F
Accuracy at calibration point	±0.5 F

3. Liquid Immersion Temperature

Temperature monitoring range	+20/+120 F +70/+220 F
Output signal	4-20 ma/0-10 V DC
Installation adjustment	none required
Calibration adjustments	zero & span
Factory calibration point	70 deg F
Accuracy at calibration point	±0.5 F

4. Duct (Single Point) Temperature

Temperature monitoring range	+20/+120 F +70/+220 F
Output signal	4-20 ma/0-10 V DC
Installation adjustments	none required
Calibration adjustments	zero & span
Factory calibration point	70 deg F
Accuracy at calibration point	±0.5 F

5. Duct (Averaging) Temperature

Temperature monitoring range	+20/+120 F
Output signal	4-20 ma/0-10 V DC
Installation adjustments	none required
Calibration adjustments	zero & span
Factory calibration point	70 deg F
Accuracy at calibration point	±0.5 F

6. Outside Air Temperature

Temperature monitoring range	-50/+122
Output signal	4-20 ma/0-10 V DC
Installation adjustments	none required

Calibration adjustments	zero & span
Factory calibration point	70 deg F
Accuracy at calibration point	±0.5 F

D. Dew Point/humidity Sensors

1. Outside Air Dew Point Temperature

Dew point monitoring range	-40/+115 F DP, 12% to 99% RH
Output signal	4-20 ma/0-10 V DC
Calibration adjustments	zero & span
Factory calibration point	70 F
Accuracy at calibration point	±2.0 Fdp

2. Room/duct Relative Humidity

Sensor Humidity range	0 to 100%
Operating temperature	15 F to +170 F
Accuracy	±2% RH
Sensing element	Capacitive sensor
Transmitter Output signal	4-20 ma/0-10 V DC
Installation adjustments	zero & span
Operating temperature	15 F to +170 F
Voltage requirement	12-36 VDC

E. Pressure Sensors

1. Water Differential Pressure Switch

Range	8 to 70 psi
Differential	3 psi
Maximum differential pressure	200 psi
Maximum pressure	325 psi

2. Air Differential Pressure Switch

a. Differential pressure switches shall be diaphragm type, with die-cast aluminum housing and adjustable set point. Switch rating shall be a minimum 5 amps at 120 VAC. Switches shall be SPDT and be used for fan status as specified in the point schedule. Switch pressure range shall be suited for application. (e.g. filter 0-2.0", fan status 0-5.0", etc.)

3. Static Pressure Sensor

Duct Static range	-.5 to + 7.5"wg
Accuracy	± .05" w.g.
Transmitter	4-20 ma/0-10 V DC

Sensors shall be "Setra" or approved equal, static accuracy of ± 0.5% over full range. Static pressure sensor in duct shall have a range of 2 inches, sensors in plenums shall have range of 8 inches.

F. Automatic Dampers

1. Dampers shall have 16 gauge galvanized frames of not less than 3" in width and blades of 16 gauge, or double 22 gauge equivalent thickness, galvanized steel roll formed airfoil type for low pressure drop and low noise generation and shall be adequately braced to from a rigid assembly where required in galvanized ductwork. Dampers shall have blades not more 8" wide. Linkage and hardware shall be zinc plated steel and shall be concealed out of air stream within the damper frame. Damper blades and rods shall be installed in horizontal position.
2. In copper, aluminum and stainless steel ductwork, damper material shall match the ductwork material.
3. All dampers shall be of the proportioning or opposed blade type, and shall be motor operated. Dampers shall have continuous elastomer or stainless steel stops to avoid leakage. Bearings shall be corrosion resistant oil tight stainless steel sleeve type. All dampers shall be provided with continuous 3/16" x ½" closed cell neoprene gasketing around perimeter of the frame and at interlocking blade edges to form an air tight seal. Blade seals shall be suitable for -76° F to 350°F mechanically locked into blade edge. Adhesive of clip-on type are not acceptable. Axles shall be square or hexagonal positively locked into damper blade. Linkage shall be concealed out of air stream within the damper blade.
4. All dampers shall be constructed to provide a maximum leakage of 3-1/2%, with an approach velocity of 1500 fpm when closed against a pressure of 4 inches of water. Submit leakage and flow characteristic data for all dampers.
5. All damper in fume hood exhaust system shall be ultra low leakage type, maximum 2% leakage against 6 inch static, 2500 FPM velocity.
6. All outside air dampers shall automatically close in the event of a loss of power.
7. All smoke dampers shall be constructed in accordance with UL standard 555S, tight shut-off, Class I, low leakage type. Subject to compliance with requirements, provide products by one of the following or approved equal: Ruskin (SD-60), Greenheck Fan Corp., Air Balance Inc.
8. Automatic dampers shall be manufactured by Ruskin (CD60), Greenheck Fan Corp., Air Balance Inc. or approved equal.
9. Damper operators shall be pneumatic or electric as indicated. Provide end switches where proof of open/close is required for operation or indication.

G. IAQ50 Integral Airflow Monitor/Damper Outside Air Ventilation Controller For Indoor Air Quality

1. The Contractor shall provide at locations shown on the plans, or as in accordance with schedules, an air monitor station integral to the minimum outside air damper. The integral air monitor/damper shall incorporate measuring ports built into the damper blades and shall control the minimum amount of outside air as recommended by ASHRAE Standard 62. The construction of the air monitor/damper shall be 6" x 1.375" x .125" (152 x 35 x 3.18) aluminum frame. The IAQ50 frame shall be designed for 4 bolt and flange cleat installation and shall provide maximum free area for lowest pressure drop performance. The damper blades shall be heavy gage aluminum airfoil type with blade edge seals. Jamb seals shall be flexible metal compression type, and the linkage shall be concealed out of the airstream and located within the damper frame to reduce pressure drop and noise. The integral damper/monitor assembly shall incorporate an air straightener section to ensure proper airflow readings. The air straightener section shall be flanged as required by the application. Each air monitor/damper shall include 24VAC electric modulating motor and an application specific controller designed for this application furnished by the damper manufacturer. Each integral air monitor/damper shall be calibrated in an AMCA

registered laboratory and a certification chart shall accompany the air monitor/ damper. Subject to compliance with requirements, the integral air monitor/damper shall be manufactured by one of the following or approved equal: Ruskin (IAQ50), Greenheck Fan Corp., Air Balance Inc.

2. Where required or requested, the integral air damper/monitor shall be used in conjunction with a 4" (102) wide louver.

H. Electronic Spring Return Modulating Damper/Valve Actuator

1.	Operating Voltage:	24 Vac
2.	Input Signal:	0 - 10 Vdc, 4 - 20 ma
3.	Frequency:	50, 60 Hz
4.	Power Consumption:	as required
5.	Running Time:	70 S
6.	Torque:	as required
7.	Maximum Temperature:	284 F
8.	Use:	Modulating Dampers
9.	Spring Return:	Provide
10.	Spring Return Time:	30 s
11.	Position output Signal:	0 -10 Vdc

I. Electronic Spring Return Two Position Damper/Valve Actuator

1.	Operating Voltage:	24 Vac
2.	Input Signal:	0 - 10 Vdc, 4 - 20 ma, 24 Vac
3.	Frequency:	50, 60 Hz
4.	Power Consumption:	as required
5.	Running Time:	70 S
6.	Torque:	as required
7.	Maximum Temperature:	284 F
8.	Use:	Two position dampers
9.	Spring Return:	Provide
10.	Spring Return Time:	30 s

J. Automatic Control Valves

1. All automatic control valves shall be fully proportioning with modulating plug or V-port inner valves, ANSI 125 or to match pipe schedule, unless specified otherwise. The valves shall be quiet in operation and fail-safe in either normally open or normally closed position in the event of power failure. The valves shall be capable of operating in sequence with other valves and/or dampers when required by the sequence of operation. All control valves shall be sized by the control manufacturer and shall be guaranteed to meet the heating and cooling loads as scheduled shall be sized for maximum 3 PSI pressure drop for water. All control valves shall be suitable for the pressure conditions and shall close against the differential pressures involved. Body pressure rating and connection type construction shall conform to fitting and valve schedules. Control valve operators shall be sized to close against a differential pressure equal to the design pump head plus 10 percent. Where pressure and flow combinations exceed ratings for commercial valves and operators, industrial class valves and operators shall be provided.
2. All steam control valves shall be single seated. No single valve shall be larger than 2½". Whenever the flow rate is such as to require a valve larger than 2½", then two valves in parallel shall be used, with no one larger than 2½". The valves shall operate sequentially and be provided with positioning relays. Trim shall be stainless steel.

    a. Preheat and reheat coil control valves shall be spring loaded.
    b. One control valve assembly and freezestat for each coil section shall be provided for multiple preheat coils.

3. Furnish differential pressure control valves for all water systems where modulating water flow conditions are required to prevent excessive pump pressure build-up. Valve to be globe type. Provide valves 2" and smaller with screwed end bodies and provide valves 2½" and larger with flanged ends. Provide differential pressure sensors, transmitters, tubing, wiring and accessories.
4. Condenser Water valves shall be three way valves furnished by the AHU manufacturer.

K. Static Pressure, Air Flow Measuring Stations (DAMD/AFMS)

1. Unless provided integral with air handling units (AHU) by AHU vendor, provide where indicated on drawings, air flow measuring stations in the supply and exhaust/return duct, outside air intakes, as outlined herein. Provide airflow measuring stations at fan inlet, when installation in ducts is not feasible.
2. Each airflow measuring station shall be fabricated of stainless steel for installation in stainless steel ducts or a heavy gauge galvanized steel casing with 90E connecting flanges in a configuration and size approximating that of the duct or opening in which it is to be mounted. Each station shall be complete with air directionalizer, symmetrical total and static pressure sensors and self-averaging manifolds, internal piping, and quick connect fittings. An identification label shall be placed on each station casing, listing model No., size, area and specified airflow capacity.
3. The maximum allowable pressure loss through the station shall not exceed .05 inches w.g. at 1500 fpm, or .15 inches w.g. at 3000 fpm. The sound level within the duct shall not be amplified nor shall additional sound be generated by the air capacity measuring the air flow rate within an accuracy of 2% as determined by U.S. - G.S.A. Certification Tests, and shall contain a minimum of one total pressure sensor per 36 square inches of station measuring area.
4. Airflow measuring stations shall be manufactured by Air Monitor Corp., Tek-Air Systems, Inc., Ebtron, or Dietrich Standard.

L. Single Probe Air Flow Measuring Sensor

1. The single probe airflow-measuring sensor shall be duct mounted with an adjustable sensor insertion length of up to eight inches. The transmitter shall produce a 4-20 mA or 0-10 VDC signal linear to air velocity. The sensor shall be a hot wire anemometer and utilize two temperature sensors and a heater element temperature. The other sensor shall measure the downstream air temperature. The temperature differential shall be directly related to airflow velocity.

M. Freezestats

1. Furnish and install for each air handling unit with outdoor air connections, a low temperature safety thermostat (freezestat) with 20 ft sensing element installed in a serpentine fashion across the inlet of the cooling coil (one freezestat per coil section) in the air stream arranged to stop the unit supply fan and its associated return air fan should the temperature at any point along the sensing element fall below 35^{O}F for an adjustable time period. Low temperature detector shall be manual reset, DPDT type. Provide manual reset button at DDC panel and time delay relay to lockout fan if freeze condition exists for more than 60 seconds (adjustable to 5 mins.).

N. Electric Thermostats

1. Furnish and install all line voltage thermostats for unit heaters. Thermostats contacts shall be rated for maximum heater amperage and shall be snap acting, SPDT. Thermostat cover shall provide exposed set point and key adjust.
2. Furnish and install strap on aquastats to prevent unit heaters from operating without heat available.
3. Provide all wiring, transformers as required.

O. Component Tags

1. All automatic and manual valves provided by the Contractor, shall be identified with 2" diameter brass tags and brass chains. Lettering shall be ½" high, stamped and painted black. Automatic valve tags shall be stamped with the letters "AV" and sequentially numbered. Provide valve schedule and sample tags for approval.
2. All sensors shall be identified with 1"x 3" black lamacoid labels with engraved white lettering. Lettering shall be ¼" high. Provide sensor number, HVAC Unit number, part number and sensor range on tag. Submit tag schedule and sample for approval.
3. All panels, auxiliary component panels, transformer panels, etc. provided by this contractor, shall be identified with 2"x 5" black lamacoid labels with engraved white lettering. Lettering shall be ½" high. Provide panel number, HVAC Unit number and service on tag. Submit tag schedule and sample for approval.
4. All electrically operated dampers provided by the Contractor, shall be identified with 2" diameter brass tags and brass chains. Lettering shall be ½" high, stamped and painted black. Tags shall be stamped with the letters "AD" and sequentially numbered. Provide damper schedule and sample tags for approval.

P. Provide extension of existing communication trunk, main risers. Loop each controller and DDC panels. Provide all accessories, wiring. Provide front end network and related wiring.

Q. System Restart

1. Upon restoration of power, controllers shall start automatically without human intervention, update all monitored functions, resume operation based functions, synchronized time and status and strategies as required. Data shall not be lost up to 72 hours of power failure.

R. Current Sensing Relay

1. Provide and install current sensing relays for all motor status points. Sensor shall be split core, two wire, loop powered and sized for expected amperage. Unit shall be UL listed. Provide status LED's for current sensed below set point, current sensed above set point and loop power failure. The unit shall automatically range itself and have solid state outputs.

2.8 ELECTRONIC VALVE AND DAMPER ACTUATORS

A. Actuators shall be modulating type, Siemens, Johnson, Honeywell, Bray, Belimo or pre-approved equal, where electronic operators are specified, to be used for valves 2" and smaller.

B. Warranty all actuators for a period of five years from the date of installation.

C. Other manufacturers must be approved, in writing.

D. Actuators

1. Electronic actuators, less than 600 in-lb. of rated torque, shall have ISO 9001 quality certification and be UL listed under standard 873, CSA C22.2 No. 24 and have CE certification.
2. Electronic actuators used on valves or dampers shall be designed to directly couple and mount to a stem, shaft or ISO style-mounting pad. Actuator mounting clamps shall be a V-bolt with a toothed V-clamp creating a cold weld, positive grip effect. Single point, bolt, or single screw actuator type fastening techniques or direct-coupled actuators requiring field assembly of the universal clamp is not acceptable.
3. Actuators shall be fully modulating/proportional, pulse width, floating/tri-state, or two position as required and be factory or field selectable. Actuators shall have visual position indicators and shall operate in sequence with other devices if required.
4. Auxiliary switches shall be provided as required.
5. Actuators shall have an operating range of –22° to 122°F.
6. Proportional actuators shall accept a 0-10 VDC or 0-20 mA input signal and provide a 2-10 VDC or 4-20 mA (with a load resistor) operating range. Transformers shall be provided.
7. Actuators shall be capable of operating on 24, 120 or 230VAC, or 24VDC and Class 2 wiring as dictated by the application. Power consumption shall not exceed 10 VA for AC, including 120VAC actuators, and 8 watts per actuator for DC applications.
8. NEMA 2 rated actuators shall be provided with a three foot (minimum), pre-wired, electrical cable. Actuators requiring removal of the actuator cover for access to wiring terminals, exposing electronic, printed circuit boards to damage, are unacceptable.
9. Actuators shall have electronic overload protection or digital rotation sensing circuitry to prevent actuator damage throughout the entire rotation. End switches to deactivate the actuator at the end of rotation or magnetic clutches are not acceptable.

10. For power-failure/safety applications, an internal mechanical spring return mechanism shall be built into the actuator housing. Spring return actuators shall be capable of CW or CCW mounting orientation. Spring return models > 60 in-lbs. will be capable of mounting on shafts up to 1.05" in diameter. Spring return actuators with more than 60 in-lb. of torque shall have a metal, manual override crank.
11. Upon loss of control signal, a proportional actuator shall fail open or closed based on the minimum control signal. Upon loss of power, a non-spring return actuator shall maintain the last position.
12. Actuators shall be capable of being mechanically and electrically paralleled to increase torque if required. Valves and dampers requiring greater torque or higher close off may be assembled with multiple low torque actuators.
13. Dual mounted actuators using additional anti-rotation strap mechanical linkages, or special factory wiring to function are not acceptable. Actuators in a tandem pair must be "off the shelf," standard actuators ready for field wiring.
14. Damper and valve actuators will not produce more than 62 dB when furnished with a mechanical fail-safe spring. Non-spring return actuators shall conform to a maximum noise rating of 45 dB(A) with power on or in the running or driving mode.
15. Proportional actuators shall be fully programmable. Control input, position feedback and running time shall be factory or field programmable. Diagnostic feedback shall provide indications of hunting or oscillation, mechanical overload, mechanical travel and mechanical load limit. The actuators shall also provide actuator service data, at minimum, number of hours powered and number of hours in motion.
16. Proportional actuators shall be capable of digital communication, as built.
17. VAV box actuators shall be fail in last place.

E. Electronic Control Valves

1. General

   a. The manufacturer shall be capable of providing individual valve identification tagging on each printed valve label. Valve tag identification shall be documented on the approved, submitted valve schedule.
   b. Valve actuator(s) shall provide the minimum torque, based on the manufacturers' calculations, required for the rated valve close off.

2. Control Valves

   a. Control valves shall be of the "Characterized Control" Valve type provided by Siemens, Johnson, Honeywell, Bray or Belimo.
   b. Characterized Control Valves shall be used for all water applications where sizing permits.
   c. A TEFZEL, flow-characterizing disc shall be installed in the inlet of 2-way characterized control valves and in the control port of 3-way valves. The valve trim shall utilize a stainless steel ball and stem for all water or glycol solutions up to 50%. For water applications, chrome plated brass ball and brass stem can be used.
   d. Valve bodies shall be nickel-plated, forged brass with female NPT threads. Bodies to 1-¼" shall be rated at 600 psi and sizes 1-1/2" to 2" at 400 psi. The maximum allowable pressure differential shall be 150 psi for on/off and 50 psi for modulating service.
   e. Valves shall have a self-aligning, blowout proof, brass stem with a dual EPDM O-ring packing design. Fiberglass reinforced Teflon seats shall be used.

f. The valves shall have a four bolt-mounting flange to provide 4 positions, field changeable, electronic actuator mounting arrangement.
g. A non-metallic coupling, constructed of high temperature, continual use material shall provide a direct, mechanical connection between the valve body and actuator. The coupling shall be designed to provide thermal isolation and eliminate lateral and rotational stem forces. Vent hole shall be provided to reduce condensation build-up.

3. Globe Valves

a. Globe valves, as specified, shall be by Siemens, Johnson, Honeywell, Bray or Belimo.
b. 2-way and 3-way globe valves may be used only if characterized control valves do not fit the sizing criteria or application.
c. Globe valves may be used for chilled or hot water, steam, or glycol solutions to 50%. Screwed and flanged water valves shall have equal percentage or linear flow characteristics for 2 or 3-way valves, respectively. All stems shall be stainless steel.
d. Screwed globe valves ½" through 2" shall have bronze bodies rated at ANSI Class 250. For water or steam up to 35 psi, trim shall include a brass plug, a spring-loaded TFE packing, and a bronze seat. The maximum differential shall be 35 psi for water and 20 psi for steam.
e. For steam inlet pressures higher than those stated above, furnish globe valves with stainless steel trim specifically rated for the application.

4. Direct Coupled Globe Valve Actuator and Adaptor Bracket

a. Actuator shall be designed with an integrated adaptor bracket that will direct mount to the valve.
b. Actuator shall provide a linear force capable of fulfilling the required close-off of the valve.
c. Actuator shall include an automatic valve coupling device that shall lock securely to the valve stem.
d. Proportional and spring return actuators shall adapt upon powering the actuator. This adaptation will determine stroke length and enable the actuator to set the minimum and maximum limits of the supplied control signal, thereby utilizing the entire control signal range. Feedback, running time and other parameters are automatically adjusted to the effective stroke.
e. Actuator shall have a manual override equipped with an inter-locking device to protect the actuator from over-torque of the manual override.

2.9 COMBINATION FIRE/SMOKE DAMPERS

A. Smoke and fire/smoke dampers shall be construed in accordance with NFPA-90A, UL labeled in accordance with the most current edition of UL555 & UL555S, and BSA approved. FSD in aluminum or stainless steel ducts shall match duct construction or stainless steel. FSD in 3 or 4 hour rated walls shall be multiple dampers or rated to match wall rating. Provide additional 25, 2 square feet each combination fire-smoke dampers with detectors, complete with installations. These 25 dampers to be installed at additional locations as directed at job site.

B. Combination fire and smoke dampers shall be minimum 1-½ hour rated as a primary fire damper.

C. They shall be UL Class I Leakage Rated (maximum leakage of 4 CFM/sq. ft. at 1" w.g.) as manufactured by Ruskin Mfg. Co., Imperial Damper and Louver, or approved equal.

1. Combination fire and smoke dampers shall be Ruskin Mfg. Co. Model FSD60 (BSA #176-82-SM) with factory standard sleeve for installation in two hour building structure as required. For three hour rating provide Ruskin combination damper FSD 60-3. Each fire-smoke damper shall have integral smoke detector to shut down damper upon smoke detection.
2. Provide Belimo FS NF 120, FSNF-24 or approved equal, electric operator as specified elsewhere, and 24 volt transformer (if required).
3. Provide UL listed firestat with temperature rating not greater than 212°F or 50°F above highest air temperature in duct.
4. For smoke dampers or fire-smoke dampers in smoke purge system, and main supply, return exhaust ducts, at duct shafts, provide damper blade position indicator end switch package, Ruskin Model no. SP100, on all dampers where individual "OPEN-CLOSED" for indication at the master smoke control panel.

2.10 FIRE-SMOKE DAMPER ACTUATORS

A. Actuators shall be electric/electronic.

B. Actuators shall be UL listed and manufactured under ISO 9001 quality control.

C. Actuator shall have UL555S Listing by the damper manufacturer for 350°F.

D. Actuators shall draw no more than .23A at 120V running, or .1A holding at 120V (27 VA and 10 VA respectively for 24V power) for 70 in-# of torque.

E. Actuator shall operate in 15 seconds or less to drive or spring open or closed per UBC requirements. Actuators operating over 15 seconds at elevated temperatures are not acceptable.

F. Transformers shall be provided as required.

2.11 VARIABLE FREQUENCY DRIVES

A. Provide separate variable frequency drives for each VAV unit supply, return/exhaust fans, fan coil, and condenser water pumps, tower fans, and for other motors, to modulate speeds of fans or pumps in response to load. Provide all required wiring, sensors, interlocks.

1. Set minimum speed of VFD flow required for each unit. Coordinate minimum CFMs with approved shop drawing.
2. All VFD shall have manual by-pass and disconnect and shall act as starter, not requiring separate, dedicated starter.
3. Each VFD shall be complete with autobraking to stop backspin with all related relays, brake and provide flying start.

4. Each VFD shall have multiple of override circuits for fire alarm, safety controls. Signal for fire alarm shut down shall be provided by fire alarm vendor.
5. Each VFD shall have available BACnet protocol" or other communication protocol compatible with BMS to provide following minimum information/controls at front end DDC network by DDC system vendor:

   - Start/stop
   - On-off status
   - Speed-RPM (feedback)
   - Minimum/maximum set points and adjustments
   - Alarm, fault status
   - Run time, lapse time
   - KWH, volts, hertz, amps
   - Speed Control: 4-20mA
   - Switch VFD to bypass mode.
   - VFD in by-pass mode indication
   - Damper end switch interface

6. Controls vendor shall provide related hardware, network protocol, interface, connect and integrate.
7. Controls vendor shall provide flow transmitter, wiring and related work.

B. The static pressure sensor shall be located on the supply duct 2/3 downstream off the AC unit and tied to the VFD for modulating the fan speed to maintain the S.P set point.

C. Provide a complete adjustable frequency motor drive consisting of a pulse width modulated (PWM) inverter for use on motor. The drive shall be suitable for automatic operation and shall be manually adjustable.

The drive shall be manufactured by Toshiba or Asea Brown Boveri (ABB), be designed specifically for variable torque HVAC applications, and shall be designated "ACH 400". It is required that the drive manufacturer have an existing:

- Sales representative exclusively for HVAC products, with expertise in HVAC systems and controls,
- an independent service organization, and
- a parts stocking depot local to the installation site.

D. The variable frequency drives (VFD's) shall be solid state, with a Pulse Width Modulated (PWM) output waveform (VVI, six-step, and current source drives are not acceptable). The

entire VFD package as specified herein shall be enclosed in a single NEMA 1 enclosure, completely assembled and tested by the manufacturer. The VFD shall employ a full wave rectifier (to prevent input line notching), DC bus choke, DC bus filter capacitors, and insulated Gate Bipolar Transistors (IGBT's) as the output switching device (SCR's, GTO's and Darlington transistors are not acceptable). The drive efficiency shall be 97% or better at full speed and full load. Fundamental power factor shall be 0.98 at all speeds and loads.

E. All printed circuit boards shall be completely tested and burned-in before being assembled into the complete VFD. The VFD shall then be subjected to a preliminary functional test, eight hour burn-in, and computerized final test. The burn-in shall be at 104EF (40EC) at full rated load, or cycled load. Drive input power shall be continuously cycled for maximum stress and thermal variation.

F. VFD's shall be UL listed, and shall be CSA approved. The VFD's shall be designed to meet the requirements of the following standards: IEC 801-2, IEC 801-4, IEC 255-4.

G. VFD shall be ABB Model ACH 400 with 460 VAC "10%, 3-phase, 48 - 63 Hz input and output 0 - 460 voltage, 3-phase, 0 to 60 Hz.

H. All VFD's shall have the following standard features:

1. All VFD's shall have the same customer interface, including digital display, keypad and customer connections; regardless of horsepower rating. The keypad is to be used for local control (start/stop, forward/ reverse, and speed adjust), for setting all parameters, and for stepping through the displays and menus.
2. The VFD shall give the user the option of either (1) displaying a fault, or (2) running at a programmable preset speed if the input reference (4-20mA or 2-10V) is lost; as selected by the user.
3. The VFD's shall utilize plain English digital display (code numbers are not acceptable). The digital display shall be a 40-character (2 line x 20 characters/line) LCD display. The LCD shall be backlit to provide easy viewing in any light condition. The contrast should be adjustable to optimize viewing at any angle. All set-up parameters, indications, faults, warnings and other information must be displayed in words to allow the user to understand what is being displayed without the use of a manual or cross-reference table.
4. The VFD's shall utilize pre-programmed application macro's specifically designed to facilitate start-up. The Application Macros shall provide one command to reprogram all parameters and customer interfaces for a particular application to reduce programming time.
5. The VFD shall have the ability to automatically restart after an overcurrent, overvoltage, undervoltage, or loss of input signal protective trip. The number of restart attempts and trial time shall be programmable.
6. The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to setpoint without safety tripping or component damage (flying start).
7. The VFD shall be equipped with an automatic extended power loss ride-through circuit which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no inertia. Removing power from the motor is not an acceptable method of increasing power loss ride-through.
8. The customer terminal strip shall be isolated form the line and ground.
9. Pre-wired 3-position Hand-Off-Auto switch and speed potentiometer. When in "Hand" the VFD will be started, and the speed will be controlled from the speed potentiometer.

When in "Off", the VFD will be stopped. When in "Auto", the VFD will start via an external contact closure, and its speed will be controlled via an external speed reference.

10. The drive shall employ three current limit circuits to provide trip free operation:

    a. The Slow Current Regulation limit circuit shall be adjustable from 50% to 110% of the VFD's variable torque current rating. This adjustment shall be made via the keypad and shall be displayed in actual amps, and not as percent of full load.
    b. The Rapid Current Regulation limit shall be fixed at 145% of the VFD's variable torque current rating.
    c. The Current Switch-off limit shall be fixed at 150% of the VFD's variable torque current rating.

11. The overload rating of the drive shall be 110% of its variable torque current rating for 1 minute ever 10 minutes, and 115% of its variable torque current rating for 2 seconds every 10 seconds.
12. The VFD shall have input line fuses standard in the drive enclosure.
13. The VFD shall have a manual speed potentiometer in addition to using the keypad as a means of controlling speed manually.
14. The VFD shall have a DC Bus Choke to reduce the harmonics to the power line.
15. The VFD shall be optimized for a 3kHz carrier frequency to reduce motor noise. The carrier frequency shall be adjustable by the start-up engineer.

I. All VFD's to have the following adjustments:

1. Five (5) programmable critical frequency lockout ranges to prevent the VFD from continuously operating at an unstable speed.
2. PI Setpoint controller shall be standard in the drive, allowing a pressure or flow signal to be connected to the VFD, using the microprocessor in the VFD for the closed loop control; thus eliminating the need for external controllers.
3. Two (2) programmable analog inputs shall accept a current or voltage signal for speed reference, or for reference and actual signals for PI controller. Analog inputs shall include a filter; programmable from 0.01 to 10 seconds to remove any oscillation in the input signal. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0-20 mA and 0-10 Volts.
4. Six (6) programmable digital inputs for maximum flexibility in interfacing with energy management systems.
5. Two (2) programmable analog outputs proportional to Frequency, Motor Speed, Output Voltage, Output Current, Motor Torque, Motor Power or DC Bus voltage.
6. Three (3) programmable digital relay outputs. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 amps at 250 VAC; maximum voltage 300 VDC and 250 VAC; continuous current rating 2 amps RMS.
7. Seven (7) programmable preset speeds.
8. Two independently adjustable accel and decel ramps. These ramp times shall be adjustable from 1 to 1800 seconds.
9. The VFD shall Ramp or Coast to a stop, as selected by the user.
10. The carrier frequency shall be adjustable by the start-up engineer.
11. Vary speed of driven motor through full range 0% to 100%.

J. The following operating information displays shall be standard on the VFD digital display. The display shall be in complete English words (alpha-numeric codes are not acceptable):

Output Frequency

Motor Speed (RPM)

Motor Current

Calculated Motor Torque

Calculated Motor Power

DC Bus Voltage

Output Voltage

Heatsink Temperature

Analog Input Values

Keypad Reference Values

Elapsed Time Meter

kWh meter

K. The VFD shall have the following protection circuits. In the case of a protective trip, the drive shall stop, and announce the fault condition in complete words (alpha-numeric codes are not acceptable).

- Overcurrent trip 200% of the VFD's variable torque current rating.
- Overvoltage trip 130% of the VFD's rated voltage.
- Undervoltage trip 60% of the VFD's rated voltage.
- Overtemperature +70EC
- Ground Fault
- Adaptable Electronic Motor Overload (I^2t). The Electronic Motor Overload protection shall protect the motor based on speed, load curve, and external fan parameter. Circuits which protect the motor only at full speed are unacceptable.

L. Speed Command Input shall be via:

1. Keypad or manual speed potentiometer, as selected by the user.
2. Two Analog inputs, each capable of accepting a 0-20mA, 4-20mA, 0-10V, 2-10V signal. Input shall be isolated from ground and programmable via the keypad for different uses. Analog inputs shall have a programmable filter to remove any oscillation of the reference signal. The filter shall be adjustable from 0.01 to 10 seconds. The analog input should be able to be inverted so that minimum reference corresponds to maximum speed, and maximum reference corresponds to minimum speed. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0-20mA and 0-10 Volts.

3. Floating point input shall accept a three-wire input from a Photohelic (or equivalent type) instrument manufactured by Dwyer Instruments, Inc., Mid-West Instrument, Ametek, Inc. or approved equal.

M. Accessories to be furnished and mounted by the drive manufacturer and contained in a single enclosure. (The use of more than one enclosure is not acceptable.)

1. Customer interlock Terminal Strip - provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external interlocks and start/stop contacts shall remain fully functional whether the drive is in Hand, Auto or Bypass.
2. Door interlocked thermal magnetic circuit breaker which will disconnect all input power from the drive and all internally mounted options. The disconnect handle hall be thru-the-door type, and be padlockable in the "Off" position.
3. Manual transfer to line power via contactors. Include motor thermal overload and fuse or circuit breaker protection while in bypass operation. A three position selector switch to control the bypass contactor and the drive output contactor is to be mounted on the enclosure door. When in the "Normal" mode, the bypass contactor is open and the drive output contactor is closed. In the "Test" position both contactors are open, and in the "Bypass" position, the drive output contactor is open, and the bypass contactor is closed. The drive output contactor shall also open when a stop command is given, isolating the motor from the drive. Start/stop signals and safety interlocks will work in drive and bypass modes. An automatic bypass shall be available which will allow the motor to be switched to bypass automatically when the drive goes into a fault condition, and will not automatically reset.
4. Service contactor (drive input contactor) which provides the ability to service the drive (electrically isolate the drive while in bypass operation without having to remove power from the motor). The service contactor shall open when the drive is switched to bypass, and also be controlled by a switch which is mounted inside the drive enclosure so that its access is limited to service personnel only.
5. A class 20 bimetalic thermal motor overload relay shall be provided to protect the motor in bypass.

N. Compliance to IEEE 519-1981

1. The VFD manufacturer shall provide calculations specific to this installation, showing total harmonic voltage distortion is less than 5% without use of line reactors. Input line filters shall be sized and provided as required by the VFD manufacturer to ensure compliance with IEEE standard 519-1981, Guide for Harmonic Control and Reactive Compensation for Static Power Converters. The acceptance of this calculation must be completed prior to VFD installation.

O. Line Reactors

1. A line reactor shall be provided to eliminate line noise either in the form of "line notching" due to the switching of power SCR's or "line distortion" due to switching of power transistors. A line reactor shall also be provided to eliminate line surges or "noise" on the incoming power line. Line reactors shall meet the following requirements:

   a. Provide a minimum of 22% line impedance.
   b. Be capable of handling a 150% overload for at least one minute.

c. Have a saturation rating which is no less than 3.5 times rated continuous current. (At saturation, initial inductance is decreased by 50%.)
d. Be UL approved.

2. Line reactors shall be as manufactured by TCI, Milwaukee, WI, or approved equal.

P. EMI/RFI Filters

1. An EMI/RFI filter shall be provided in the incoming power lines of the variable speed drive to:

a. Help prevent conducted radio frequency noise generated by the variable speed drive from interfering with other sensitive electronic equipment (such as lighting systems, telecommunications equipment, instrumentation, etc.).
b. Help the variable speed drive meet RFI limits as specified by FCC Docket 20780 (Part 15, Subpart J) for conducted emissions.
c. The EMI/RFI filter shall be capable of handling a 150% current overload for at least one minute.

PART 3 - EXECUTION

3.1 PROJECT MANAGEMENT

A. Provide a full time, designated project manager who will be responsible for the following:

1. Construct and maintain project schedule.
2. On-site coordination.
3. Authorized to accept and execute orders or instructions from the Commissioner.
4. Attend project meetings as necessary to avoid conflicts and delays.
5. Make necessary field decisions relating to this scope of work
6. Coordination/Single point of contact.

3.2 SEQUENCE OF OPERATION

A. SYSTEM OPERATION

1. Control sequence shall be as specified and/or as indicated on the drawings. Pressures and temperatures indicated are approximate and shall be adjusted on the job for maximum performance. After final adjustment, and before acceptance, the control diagrams required shall be revised, or supplemented, to show coordinated settings for all controls, including switches on and off, sensitivity (branch pressure change per unit change in controlled variable), throttling range, tabulated settings for instruments in sequence, branch pressures at which instrument set point and controlled variable coincide, automatic reset becomes inactive. Capacity controls for refrigeration equipment and heating equipment shall be coordinated with components furnished with the machines and the necessary controllers, relays, etc.
2. A separate tabulation shall be provided of control settings of all automatic controls including components furnished with the machines. Tabulation shall also include upper

and lower limits for all safety and operating controls on the machines. All of the above adjustments will be required at the completion of the job.

3. System Access

   a. User Access Rights to the automation system DDC workstation and each field panel will be determined with the owner and the engineer.
   b. Define user access rights to Lehman College users based on individual operational needs
   c. Define a user access group for standard users to allow occupied/unoccupied scheduling overrides, graphics viewing capabilities and setpoint modification capabilities for systems defined by Lehman College on a per user basis.
   d. User access rights shall be defined at the server, workstations, and field panels.

4. System Scheduling

   a. The system scheduler shall be preloaded with the building occupancy schedule.

5. Unoccupied overrides:

   a. The BMS shall control HVAC on a room by room basis. All overrides time periods and areas overridden will be adjustable at the BMS front end scheduler application. The BMS shall be capable of indexing either individual labs or the entire lab area to the occupied mode based upon single or multiple override buttons or motions sensors.

6. BMS Network Security Requirements and BMS Network Failure Operation

   a. BMS Network Security:

      1) The Contractor will ensure network security. Provide secure protocol, provide antivirus software for all systems utilizing Windows XP based controllers, servers, or workstations.

   b. BMS Network Failure

      1) Failure of the BMS network will not affect control panel execution of the sequences of operation. All control panels responsible for control of the cooling plant, heating plant, all air handlers and exhaust fans shall be completely standalone. These control panels shall communicate in a peer-to-peer fashion across the Ethernet at 100 MB/sec speed such that the loss of any one panel, router, or BMS server/workstation, does not interrupt the required scheduling, trending, and execution of the sequence of operations.
      2) It shall not be acceptable to use slave panels reporting to a central router, in a MS/TP configuration, for control of AHU's, or EF's.
      3) All Primary DDC Panels, specified to control AHU's, EF's, Steam Heating System, and interface to 3rd Party Equipment, shall communicate via Ethernet on a peer to peer level.
      4) All Network failures, on the Ethernet, and lower level floor network serving terminal equipment such as lab controls, VAV boxes, etc. shall be reported at the BMS server and workstation. Restoration of network communication shall be reported at the BMS. A graphical representation of the system network inclusive of all Ethernet level building controllers and all

application and advanced application controllers will be provided showing real time network status.

5) BMS Panel recovery

a) Primary BMS panels, building controllers responsible for AHU, heating system control, Exhaust Fan Control shall recover from warm reboots (panel restart with system database intact) and cold reboots (panel restart and new system database download) within 2 and 3 minutes respectively. Panels not capable of recovery within specified timeframe shall be provided with a redundant panel, heartbeat panel health signal, panel operational status feedback, such that the redundant panel will resume operation during extended panel reboot/reload.

b) Panel reboot time calculations shall be submitted.

7. Operator Interface:

a. In addition to the existing client/servers, operators shall be able to plug in portable operators terminal into each primary DDC building controller.

b. The operator shall be able to interrogate every point within the network form the single portable operator's terminal from the building controller microprocessor.

8. Alarm Notification System

a. The existing Remote Notification system shall be enabled to page, email, or text message all alarms within the sequence of operations.

b. Provision time to enable critical alarms for input into the remote alarm notification software across media as defined by the Commissioner.

c. Include time to program alarm escalation lists for each critical alarms

9. Reporting (Standard BMS reporting)

a. The owner shall have the capability to run each of these pre-built reports, built by the Contractor during start-up, at the Commissioner's discretion for any adjustable time period and group of points in the system. Reports shall be programmed at the Apogee Server and client workstations:

1) A general listing of all or selected points in the network
2) List of all points currently in alarm (Scheduled to run every morning at 8:00 am)
3) List of all points currently in override status (Scheduled to run every morning at 8:00 am)
4) List of all disabled points (Scheduled to run every morning at 8:00 am)
5) List of all points currently locked out (Scheduled to run every morning at 8:00 am)
6) List of user accounts and access levels
7) List all weekly schedules and events
8) List of holiday programming
9) List of control limits and deadbands
10) Custom reports from 3rd party software

11) System diagnostic reports including, list of Building panels on line and communicating, status of all Building terminal unit device points
12) List of programs
13) List of point definitions
14) List of logical point groups
15) List of alarm strategy definitions
16) List of Building Control panels
17) Point totalization report
18) Point Trend data listings
19) Initial Values report
20) User activity report(Scheduled to run every morning at 8:00 am)

B. VAV CONTROL (ELECTRIC REHEAT)

1. The variable volume (VAV) terminal unit is controlled independent of system pressure fluctuations by a standalone, application specific DDC controller, provided by the BAS contractor, using electric actuation with PID loop operation. The space served by the VAV terminal unit is controlled in Occupied and Unoccupied modes as follows:
2. Occupied: The VAV terminal unit is controlled within user defined maximum and minimum supply air volume settings. The controller monitors the room temperature sensor and air velocity sensor and modulates the supply air damper in sequence with the electric SCR reheat to maintain the room temperature at set point. Supply air volume remains at minimum when the electric reheat is modulated.
3. Unoccupied: The terminal unit is controlled using the night set point. The controller may reset to the Occupied mode for a predetermined time period upon a signal from the control system or manually at the room sensor.
4. Air Flow Failure: Upon failure of air velocity sensing, the terminal unit controller shall revert to a pressure dependent control algorithm where the temperature control loop shall assume control of the damper to control room temperature to the room temperature set point. An alarm shall be generated at the BMS workstation.
5. Room Temperature Sensor Failure: Upon failure of the room temperature sensor, the terminal unit controller shall control the room temperature to the last known room temperature value. An alarm shall be generated at the BMS workstation.
6. Space temperature sensors shall include temperature adjustment, digital temperature display, unoccupied override button
7. Point List

   a. Damper Command
   b. Damper Position
   c. Electric Heat Command
   d. Electric Heat SCR Position
   e. Space Temperature
   f. Airflow
   g. Space Temperature Setpoint
   h. Unoccupied Override Input

C. VAV CONTROL (WITHOUT REHEAT)

1. The variable volume (VAV) terminal unit is controlled independent of system pressure fluctuations by a standalone, application specific DDC controller, provided by the BAS

contractor, using electric actuation with PID loop operation. The space served by the VAV terminal unit is controlled in Occupied and Unoccupied modes as follows:

2. Occupied: The VAV terminal unit is controlled within user defined maximum and minimum supply air volume settings. The controller monitors the room temperature sensor and air velocity sensor and modulates the supply air damper to maintain the room temperature at set point.
3. Unoccupied: The terminal unit is controlled using the night set point. The controller may reset to the Occupied mode for a predetermined time period upon a signal from the control system or manually at the room sensor.
4. Air Flow Failure: Upon failure of air velocity sensing, the terminal unit controller shall revert to a pressure dependent control algorithm where the temperature control loop shall assume control of the damper to control room temperature to the room temperature set point. An alarm shall be generated at the BMS workstation.
5. Room Temperature Sensor Failure: Upon failure of the room temperature sensor, the terminal unit controller shall control the room temperature to the last known room temperature value. An alarm shall be generated at the BMS workstation.
6. Space temperature sensors shall include temperature adjustment, digital temperature display, unoccupied override button
7. Point List

    a. Damper Command
    b. Damper Position
    c. Space Temperature
    d. Airflow
    e. Space Temperature Setpoint
    f. Unoccupied Override Input

3.3 ELECTRICAL WIRING AND MATERIALS

A. Install, connect and wire the items included under this Section. This work includes providing required conduit, wire, fittings, and related wiring accessories.

B. Provide wiring between thermostats, aqua-stats and unit heater motors, radiant floor system miscellaneous wiring, miscellaneous computer room air conditioning unit wiring.

C. Provide all control and alarm wiring for all control and alarm devices for this Section of the Specifications.

D. Provide 120 Volt power to the BMS and Local Transformer Panels. The Contractor shall coordinate number of circuits required and panel locations.

E. Provide status function conduit and wiring for equipment covered under this Section.

F. Within the Mechanical Equipment Rooms, provide conduit and wiring between the B.M.S. panels and the temperature, humidity, or pressure sensing elements, including low voltage control wiring in conduit.

G. Provide conduit and control wiring for devices specified in this Section.

H. Provide conduit and signal wiring between motor starters in motor control centers and high and/or low temperature relay contacts and remote relays in B.M.S. panels located in the vicinity of motor control centers.

I. Low voltage wiring exposed to view shall be installed in conduit or tray of a type consistent with other electrical services in that area (see Electrical Specification). Open plenum rated cable is acceptable in concealed and accessible areas for low voltage wiring only. Building Level Network communications (Network wiring between Standalone, Peer-Peer Networked Primary DDC Controllers) wiring shall be installed in conduit.

J. All wiring to be compliant to local building code and the NEC

3.4 COMMISSIONING, TESTING AND ACCEPTANCE

A. The required commissioning plan for this project includes:

1. System Installation Qualification including: Point to point checkout, calibration of end devices, provided with commissioning documentation and reporting as specified herein.
2. System Operational Qualification inclusive of sequence of operations verification and commissioning with commissioning documentation and reporting as specified herein.
3. Graphical User Interface Qualification demonstrating system usability provided with commissioning documentation, proof of demonstration and sign-off documentation as specified herein.
4. System Specification Verification and Demonstration inclusive of operational verification and demonstration of the system with respect to specified component hardware and software functionality. Provide with commissioning documentation, proof of demonstration and sign-off documentation as specified herein.

B. System Installation Qualification: Document all commissioning information on commissioning data sheets which shall be submitted prior to acceptance testing. Commissioning work which requires shutdown of system or deviation from normal function shall be performed when the operation of the system is not required. The commissioning must be coordinated with the owner and construction manager to ensure systems are available when needed. Notify the operating personal in writing of the testing schedule so that authorized personnel from the Commissioner and construction manager are present throughout the commissioning procedure.

1. Point to point checkouts shall be documented and signed by the contractor, the Commissioner's representative and the Commissioner's commissioning agent.
2. Prior to system program commissioning, verify that each control panel has been installed according to plans, specifications and approved shop drawings. Test, calibrate and bring on line each control sensor and device. Commissioning to include, but not be limited to:

   a. Sensor accuracy
   b. Sensor range
   c. Verify analog limit and binary alarm reporting
   d. Point value reporting
   e. Binary alarm and switch settings
   f. Actuator ranges.
   g. Fail safe operation on loss of control signal, electric power, network communications.

3. The contractor shall supply all instruments for testing:

   a. All test instruments shall be submitted for approval.
   b. Test Instrument Accuracy:

      1) Temperature: 1/4F or 1/2% full scale, whichever is less.
      2) Pressure: High Pressure (psi): ½ psi or 1/2% full scale, whichever is less
      3) Low Pressure: 1/2% of full scale
      4) Humidity: 2% RH
      5) Electrical: 1/4% full scale

4. Commissioning data sheets used to record the results of system commissioning for point to point checks for each point in each system shall include:

   a. Point Name
   b. Point Description
   c. Point Type – DO, DI, AO, AI, LPACI
   d. Point Address
   e. Field Panel
   f. Termination Point
   g. Identification of Proper Installation
   h. Verification of termination at the appropriate field device
   i. Reference to procedure described below used to checkout each point
   j. Indication of alarm status
   k. Date point was tested by DDC contractor
   l. Initials of technician performing checkout
   m. Customer Acceptance (the Commissioner's representative and the Commissioner's commissioning agent) including:

      1) Displayed value of point
      2) Actual value of point
      3) Indication of customer acceptance
      4) Date
      5) Customer Initials

5. Using the commissioning test data sheets, the contractor shall demonstrate each point. The contractor shall also demonstrate all system functions. The contractor shall demonstrate all points and system functions until all devices and functions meet specification. System point to point checks shall be provided for all points wired to DDC controllers. The following procedures shall be used for point to point commissioning of all points wired to DDC controllers in the system.

   a. Digital Output Point Checkout Procedure

      1) Verify that device is correctly wired and terminated as shown in the engineering submittal. Verify that all wiring and terminations are neat and properly secured.
      2) Verify that the correct voltage is utilized in the circuit
      3) Verify the point database is correct (e.g. point name, address, etc.)
      4) Check and verify that the end device responds appropriately to the digital output

5) Check and verify correct operation of the logical point and associated equipment by commanding the point to all possible states: ON, OFF
6) If any interlocked equipment exists that has independent hand-off-auto or auxiliary control wiring, verify correct operation of same. Also check that any interlocked equipment such as EP switches for damper operation or exhaust and return fans are wired correctly and operate correctly
7) Verify that the controlled piece or pieces of equipment cannot be caused to change state via the digital output if an associated hand-off-auto switch is in the hand/on or hand/off mode of operation, unless specified as a fireman's override point etc
8) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures.

b. Digital Input Point Checkout Procedure

1) Verify the device is correctly wired and terminated as shown in the engineering submittal. Verify that all wiring and terminations are neat and properly secured
2) Verify the point database is correct (e.g. point name, address, alarmability, etc.)
3) Set-up the associated equipment (e.g. smoke detector, high/low temp detector, high/low static switch, flow switch, end switch, current relay, pressure switch, etc.). Verify that the equipment is mounted in the correct location, and is wired and installed correctly per the engineering submittal
4) Verify that the equipment does not send voltage to the field panel.
5) Verify the correct operation of the digital input point and associated equipment by putting the digital input monitored equipment into its two states: ON, OFF. Verify that the proof or status point indicates the correct value at the operator's terminal and that the status LED (if available) is giving the proper indication in each mode of operation (on/off).
6) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures).
7) Verify that alarms are recorded at appropriate workstations.
8) Verify the alarms dial out to appropriate pagers, cell phones, and are emailed to appropriate parties.

c. Analog Output Point Checkout Procedure

1) Verify the correct wiring or piping terminations as shown in the engineering submittal. Verify that all wiring or piping terminations are neat and dressed
2) Insure that the correct output device(s) are installed per the engineering submittal. (e.g. PXP, remote AOP, other I/P or P/I transducers, transformers, power supply, etc.). Verify that these devices are installed, wired, and piped correctly. Verify that any configuration jumpers for PXP type devices are in the proper settings for the required application.
3) Verify the point database is correct. (e.g., slope/intercept, engineering units, etc.).
4) Verify the point address by checking that the analog output is wired and/or piped to the correct output transducer and/or equipment.
5) Check for the correct operation of the logical point by commanding the analog output to the top and bottom of its range. Verify that the control

device(s) responded appropriately as indicated by the engineering submittal. Check to insure that all network terminals, Insight Workstations, etc. can also command these outputs.

6) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures).
7) Verify point is trended properly per contract drawings.

d. Analog Input Point Checkout Procedure

1) Verify the correct wiring terminations per the engineering submittal, at the field panel. Verify that all wiring and terminations are neat and dressed.
2) Verify the point address by checking that the analog input instrument is wired to the correct piece of field equipment. Do this by altering the environment at the sensing element or by disconnecting one of the wires at the sensor, and verifying that the reading at the field panel has reacted to this change.
3) Verify the point database is correct. (e.g., alarmability, alarm limits, slope/intercept, engineering units, etc.)
4) Verify the sensor has the correct range and input signal. (e.g., 20-120 DEG F, 4 - 20 ma). Verify that the device is mounted in the correct location and is wired and installed correctly per the engineering submittal.
5) Verify the correct reading at the field panel using appropriate MMI devices
6) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures).

e. Digital Output/Input 2 state Latched Point

1) Verify that device is correctly wired and terminated as shown in the engineering submittal.
2) Verify that the correct voltage is utilized in the circuit.
3) Verify the point database is correct (e.g. point name, address, etc.).
4) Check and verify that the end device responds appropriately to the digital output.
5) Verify the set-up and operation of the associated digital input/proof point. Check and verify correct operation of the logical point and associated equipment by commanding the point to all possible states: ON, OFF. Verify that the defined proof delay is adequate for all modes of operation.
6) If any interlocked equipment exists that has independent hand-off-auto or auxiliary control wiring, verify it operates properly. Also check that any interlocked equipment such as EP switches for damper operation or exhaust and return fans are wired correctly and operate properly.
7) Verify that the controlled piece or pieces of equipment cannot be caused to change state via the digital output if an associated hand-off-auto switch is in the hand /on or hand/off mode of operation, unless specified as a fireman's override point etc.
8) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures).

f. Pulse Accumulator Point Input Checkout Procedure

1) Verify the device is correctly wired and terminated as shown in the engineering submittal. Verify that all wiring and terminations are neat and properly secured.
2) Verify the point database is correct (e.g., point name, address, alarmability, etc.).
3) Verify that the equipment (e.g. an electrical power consumption meter) is mounted in the correct location, and is wired and installed correctly per the control system installation drawings.
4) Verify the correct operation of the digital input point and associated equipment by observing the monitored equipment producing pulses (e.g. ON/OFF transitions). Verify that value of the LPACI point is incremented according to the point's definition: one increment per pulse should constitute a count increase if only one edge per pulse is to be counted, two increments per pulse if both pulse edges are to be counted.
5) Verify that the alarm(s) display(s) properly (Refer to the Alarm Verification Procedures).

g. Alarm Verification Procedures. Commission all alarmable points as follows

1) Index all alarmable digital points to alarm conditions.
2) Record evidence of alarm at BMS workstation.
3) Click on alarm in alarm display window with mouse at BMS workstation. Verify the graphic of the system exhibiting a point in alarm is linked to the alarm in the alarm display window directly to allow immediate diagnosis.
4) Record evidence of alarm dial out to pager, record evidence of alarm dial out to cell phone, print email received from alarm routed to operator email as installed
5) Record evidence that alarm remote notification system follows specified escalation list

    a) Index digital point to the alarm condition
    b) Record evidence of dial out to primary contact
    c) Do not respond to alarm for escalation list time-out period
    d) Record evidence of dial out to secondary contact
    e) Repeat for additional contact persons

6) Index all alarmable analog input points to the specified alarm alert level.

    a) Per contract documents, alarm indication of analog points shall escalate. Alarm alert levels are defined for specified analog input points.
    b) Record alarm alerts received at BMS workstation when alarm alert values for analog input points are achieved.
    c) Click on alarm in alarm display window with mouse at BMS workstation. Verify the graphic of the system exhibiting a point in alarm is linked to the alarm in the alarm display window directly to allow immediate diagnosis.

7) Index all alarmable analog input points to alarm critical level

    a) Record critical alarm values received at BMS workstation for all critical alarm points. Click on alarm with mouse at BMS workstation.

Verify graphic alarm originates from pops up by clicking on the alarm point.

b) Record evidence that alarm remote notification system follows specified escalation list.
c) Record evidence of dial out to primary contact
d) Do not respond to alarm for escalation list time-out period
e) Record evidence of dial out to secondary contact
f) Repeat for additional contact persons

8) Print point alarm strategy report including, for each point in the system:

a) Point name
b) Enhanced alarming conditions specified and programmed into system
c) Provide check boxes for system checkout and commissioning verification by owner, owner's representative, and commissioning agent

C. System Operational Qualification

1. After control devices have been initially commissioned (i.e. calibrated, tested and signed off), each BMS program shall be put on line and commissioned. The Contractor shall, in the presence of the Commissioner, demonstrate each programmed sequence of operation and compare the results in writing. In addition, each control loop shall be tested to verify proper response and stable control, within specified accuracies. System program test results shall be recorded on commissioning data sheets and submitted for record. Any discrepancies between the specification and the actual performance will be immediately rectified and retested.

a. Demonstration of DDC controller operational qualification shall include signed program commissioning documents. Program commissioning documents shall include:

1) Provide a report including all DDC programs resident in the BMS system as a table of contents.
2) Provide the sequence of operations for each DDC program
3) Follow the sequence of operations with a print out of the DDC program. Include comment statements in the DDC program referring to the sequence of operations.
4) For each control loop in the sequence of operation, include a verification grid inclusive of indication of program pass/fail, date, technician initials, Commissioner, and commissioning agents initials, date.

a) Trend inputs, outputs, and setpoint of each control loop.
b) Include a graphical trend report indicating verification of loop tuning.

5) For each action due to change in HVAC equipment operation mode, safety cutout, operator override, etc, include a verification grid inclusive of indication of program pass/fail, date, technician initials, owner, owner's representative, and commissioning agents initials, date.

b. Demonstration of ASC terminal unit controller operational qualification shall include signed program commissioning documents.

1) For each terminal unit controller, perform the following:

a) Ensure the air handling units are operating with full heating and cooling capacity
b) Set up trends for air flow and static pressure for comparison
c) Load initial values into all terminal equipment controllers
d) Record room temperature and setpoint values
e) Record room airflow setpoint and actual values

D. Graphical User Interface qualification and verification procedures:

1. Provide a report inclusive of all graphics contained within the BMS workstation
2. Include in report all objects or points included on each individual graphic. Objects include:

a. Points both directly displayed and associated to symbols
b. Links to other graphics
c. Links to As-Built AutoCAD flow diagrams
d. Links to As-Built AutoCAD wiring diagrams
e. Links to cut sheets and installation instructions for all field devices depicted on each graphic
f. Links to pre-built dynamic trend plots of system control loops
g. Verify each object is properly linked and displaying the correct information by cross referencing point status and value summary report with current graphics displays

3. Sign off on each point on the graphic
4. Print out each graphic at the color printer provided under this contract at the BMS workstation
5. Include the following documentation in the graphics verifications report

a. Graphics summary report
b. Point value report
c. Graphics verification signoff including the Commissioner's signoff

E. System Specification Verification and Demonstration inclusive of the following activities:

1. Place three (3) digital on-off output points in the hand, off and auto position from the panel HOA switches to demonstrate the systems ability to override a point manually. Demonstrate switch position feedback by displaying the position of the switches dynamically on the central workstation computer as they are changed. Points shall be as selected by the Commissioner.

a. Commissioner_____ Date_____ A/E _____ Date _____

2. A total of 10 points shall be selected by the Commissioner to demonstrate the capability of automatically trending based on time intervals and change of value. Demonstrate both types of trending for each point from the central workstation computer. Demonstrate dynamic trend plotting on the central workstation as specified.

a. Commissioner _____ Date_____ A/E _____ Date _____

3. From a portable terminal connected to a DDC controller on the system, initiate communications and open one points information text, associated with one piece of HVAC equipment to demonstrate peer-to-peer communication capability.

   a. Commissioner _____ Date_____ A/E _____ Date _____

4. Disconnect one DDC Controller from the network to demonstrate that a single device failure shall not disrupt or halt peer-to-peer communication, trend collection, alarm collection. Panel to be disconnected shall be selected by the Commissioner.

   a. Commissioner _____ Date_____ A/E _____ Date _____

5. Demonstrate the ability to download programs to a DDC Controller from the server. Demonstrate the ability to upload programs resident in a DDC Controller to the server. DDC Controller shall be selected by the Commissioner.

   a. Commissioner _____ Date_____ A/E _____ Date _____

6. Demonstrate the ability to run all reports listed in the specification from the central workstation. Demonstrate the ability to have these reports run automatically.

   a. Commissioner _____ Date_____ A/E _____ Date _____

7. The control system manufacturer shall demonstrate the system to the Commissioner prior to final acceptance of the system. The control system manufacturer shall demonstrate all control sequences function as specified and the performance of each control loop is within specified limits. Graphical trends shall be recorded and printed for each control loop as to verify the loop stability is within the specified performance limits. Each trend shall be for a duration of no less than two hours.

8. Documentation: The control system manufacturer shall provide two (2) bound copies of the following documentation to the to the Commissioner:

   a. Installation Qualification Verification Forms: (each instrument)
   b. Operational Check Verification Forms: (each control loop)

3.5 TRAINING / DEMONSTRATION

A. The manufacturer shall provide factory-trained instructor to give full instruction to designated personnel in the operation of the system installed. Instructors shall be thoroughly familiar with all aspects of the subject matter they are to teach. The manufacturer shall provide all students with a student binder containing product specific training modules for the system installed. All training shall be held during normal working hours of 8:00 am to 4:30 PM weekdays.

1. Provide 16 hours of training for the City of New York's designated operating personnel. If providing an IBS by a manufacturer other than the present Siemens integrated building automation system, training shall include an additional 40 hours pertaining to the following:

   a. Explanation of drawings, operations and maintenance manuals
   b. Walk-through of the job to locate control components

c. Operator workstation and peripherals

1) Include point and click instructions for viewing existing reports and generating and scheduling new reports
2) Include point and click definitions for scheduling reports and trend collections
3) Provide 16 additional hours of training for generating, viewing, scheduling trend reports if simple point and click functionality cannot be used.

d. DDC controller and ASC operation/function
e. Operator control functions including graphic generation and field panel programming
f. Explanation of adjustment, calibration and replacement procedures
g. Student binder with training modules

END OF SECTION 230900

SECTION 232006 - HVAC SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section coordinates with and is complementary to the General Conditions, wherever applicable to HVAC, Plumbing, and Electrical Systems Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all HVAC Specialties as shown on the Drawings and hereinafter specified.

1.4 QUALITY ASSURANCE

A. Firms regularly engaged in manufacturer of this equipment with characteristics and capacities required, whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Provide equipment whose performance under specified conditions is certified by the manufacturer.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply and submit shop drawings.

1.6 COORDINATION

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.7 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

PART 2 - PRODUCTS

2.1 MACHINERY GUARDS

A. Moving parts of machinery exposed to contact by personnel shall be guarded by barrier to a type which complies with OSHA Code.

B. Exposed moving parts such as belts and couplings shall have not less than ¾" No. 16 gauge metal guards with all edges rounded and gauge, material and construction shall be in accordance with OSHA standards - paragraphs 7173.3, 7173.5 and 7174.1. Guards shall have 1¼" x 1¼" x 1/8" angle iron frame properly supported.

C. All machinery guards covering the ends of motor or equipment shafts shall have openings for the insertion of a tachometer. Machinery guards shall be painted with two coats of machinery gray enamel.

2.2 REFRIGERATION ACCESSORIES

A. Refrigerant Filter-Dryer: Provide, refrigerant filter-dryers. Refrigerant filter-dryers shall be replaceable core as manufactured by Sporlan Valve Company, Emerson Flow Controls, Danfoss or approved equal.

B. Moisture and Liquid Indicator: Provide combination liquid and moisture indicators as manufactured by Sporlan Valve Company, Alco AMI, Emerson Flow Controls or approved equal.

C. Refrigerant Strainers: Provide Refrigerant Strainers. Strainers shall be as manufactured by Sporlan Valve Company, Henry Valve Company, Mueller Industries, or approved equal.

D. Thermal Expansion Valves: Provide Thermal Expansion Valves. Thermal expansion valves shall be manufactured by Sporlan Valve Company, Emerson Flow Controls, Danfoss or approved equal, with external equalizer and remote bulb with refrigerant 22 charge.

1. The Contractor shall submit manufacturer rating tables and/or selection charts for approval.

E. Liquid Line Solenoid Valves: Provide Liquid Line Solenoid Valves. Valves to have stainless steel diaphragm-welded and lead-proof construction, replaceable thermostatic element and tight seating. Valve shall be as manufactured by Sporlan Valve Company, Emerson Flow Controls, Danfoss or approved equal.

F. Flexible Pipe Connections: Provide flexible pipe connections. Flexible pipe connectors to be all bronze construction, metal braided type suitable for utilized refrigerant.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where these specialties are to be installed and determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install HVAC Specialties where shown, in accordance with manufacturer's written instructions and with recognized industry practices, to ensure that HVAC Specialties comply with requirements and serve intended purposes.

B. Coordinate with other work as necessary to interface installation of HVAC Specialties with other components of systems.

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of HVAC Specialties, test HVAC Specialties to demonstrate compliance with requirements. When possible, field correct malfunctioning units, then retest to demonstrate compliance. Replace units which cannot be satisfactorily corrected.

END OF SECTION 232006

SECTION 232113 - PIPING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.1 GENERAL REQUIREMENTS

A. This Section is coordinate with and complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to HVAC Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.2 DESCRIPTION OF WORK

A. The Work includes providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the Commissioner, all piping as shown on the Drawings and hereinafter specified.

1.3 QUALITY ASSURANCE

A. "Manufacturers"-Firms regularly engaged in manufacture of pipe whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Provide pipe whose performance, under specified conditions, is certified by the manufacturer.

1.4 SUBMITTALS

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.5 COORDINATION

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.6 WARRANTY

A. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

PART 2 - PRODUCTS

2.1 PIPE

A. All copper tubing shall be of weight as required for service specified, with conformance with ASTM B-88 for Types "K" tubing, as manufactured by Chase, Anaconda, Revere, or approved equal. Tubing and fittings shall be thoroughly cleaned with sand cloth and treated with an approved non-corrosive flux before solder is applied.

B. Generally, unless otherwise specified, joints in steel piping of sizes 2 inches and under shall be screwed, and all sized 2½ inches and over shall be welded or flanged. Brass pipe shall be screwed 2 inches and smaller and flanged 2½ inches and over. Copper tubing shall be silver-soldered or 95-5 solder as herein specified.

C. Screwed Piping

1. All connections to apparatus with screwed piping shall be made with 250 pound brass seat unions.
2. All screwed nipples shall be Schedule 80 nipples.

D. Pipe Schedule: Pipe for the various services shall be as follows:

Service	Material	Schedule
Drain	Copper	Type K
Refrigerant	Copper Tubing	Type K (hard)
Vent (water discharge) above ground	Copper Tubing	¼" Type "L" (soft)

2.2 FITTINGS

A. Fittings shall be specified under "Fitting Schedule" for various services.

B. Fittings shall be of material conforming to the following schedule:

Solder Fittings	ASTM B-88
Bronze Fittings	ASTM B-280

C. Bronze fittings shall be of Crane manufacturer or approved equal.

D. Unions - Unions 2 inches and smaller shall be screwed. Unions 2-1/2 inches and larger shall be flanged. Screwed unions on steel pipe, unless otherwise specified, shall be of malleable iron with bronze ground seats suitable for 300 pounds W.S.P. Screwed unions on copper or brass pipe shall be brass, ground joint suitable for 300 pounds W.S.P. Flanged unions shall be malleable iron for steel pipe, and brass for copper or brass pipe, gasket type suitable for 150 pounds W.S.P. Unions shall be as manufactured by Crane or approved equal.

E. Brass pipe threads shall be cut with special brass threading dies, and the joints shall be made up with lubricant. Strap wrenches, or equivalent, shall be used in making up brass pipe. Wrenches which gouge or scar the pipe will not be used.

F. Solder for each solder-type fitting shall be of 95% tin and 5% antimony or silver solder, as specified herein. Refrigerant piping joints shall be made with brazing.

G. Fitting Schedule: Fittings for the various services shall be as follows:

Service	Size	Material	Weight	Type
Drain	ALL	Wrought Copper	125#	Solder
Refrigerant	ALL	Wrought Copper	500#	Braze

2.3 PIPE HANGERS AND SUPPORTS

A. Provide necessary structural members, hangers and supports of approved design to keep piping in proper alignment and prevent transmission of injurious thrusts and vibrations. In all cases hangers, brackets, etc., shall not be supported from metal decking and/or Terracotta slab construction, supplementary steel welded to building structure shall be provided. All hangers and supports shall be capable of screw adjustment after piping is erected. Hangers supporting piping expanding into loops, bends and offsets shall be secured to the building structure in such a manner that horizontal adjustment perpendicular to the run of piping supported may be made to accommodate displacement due to expansion. All such hangers shall be finally adjusted, both in the vertical and horizontal direction, when the supported piping is hot, or chilled, as required. Hangers in contact with copper or brass pipe shall be copper plated steel.

B. Pipe hangers shall be the clevis and pipe roll types, except where otherwise noted.

PIPE HANGER SCHEDULE

MAKE AND MODEL

Pipe	Type of Hanger	Grinnel Fig. No.	F&M Fig. No.	Carpenter & Paterson Fig. No.
2" & smaller (copper)	Adjustable Wrought Iron	CT-65	364	10CT

C. Beam clamps - Hangers supported from floor steel shall be approved I beam clamps. I beam clamps for hangers supporting piping 2 inches and smaller shall be C & P Fig. No. 148 adjustable beam clamps. For piping 2½ inches and larger, I beam clamps shall be wrought steel. C & P Fig. No. 268 or equal.

D. Where piping is run near the floor and not hung from the ceiling construction but is supported from the floor, such supports shall be of pipe standards with base flange and adjustable top yoke similar to C & P Fig. 247 or equal.

E. All vertical piping shall be anchored by means of heavy steel clamps securely bolted or welded to the piping, and with end extension bearing on the building.

F. All vertical piping shall be guided at each floor by use of clamps fastened to building structure. Provide 360° protective saddle at guides. Saddles shall be fastened to pipe or insulation.

G. Vertical runs of pipe not over 15 feet long shall be supported by hangers placed not over one foot from the elbows on the connecting horizontal runs.

H. Vertical runs of pipe over 15 feet long but not over 60 feet long and not over 6 inches in size, or not over 30 feet long and not over 12 inches in size, shall be supported on heavy steel clamps. Clamps shall be bolted tightly around the pipes and shall reset securely on the building structure without blocking. Clamps shall be welded to the pipes or placed below couplings. Clamps shall be type 8, Federal Specification WW-H-171C, unless other types are approved.

I. Hanger rods shall be of the following diameters:

Pipe Size	Rod Diameter	Max. Spacing
1¼ inch & below	3/8 inch	6'-0"
1½ and 2 inch	3/8 inch	10'-0" (copper 8'-0")

J. Piping shall not be hung from other piping ducts, conduits or from equipment of other trades and no vertical expansion shields will be permitted. Hanger rods shall not pierce ducts.

K. Where additional steel is required for the support of hangers, furnish and install same subject to the approval of the Architect. Piping and ductwork shall not be supported from concrete slab construction at ceiling.

L. All piping running on walls shall be supported by means of hanger suspended from heavy angle iron wall brackets. No wall hooks will be permitted.

M. Lateral bracing of horizontal pipe shall be provided where required to prevent side sway or vibration. The lateral bracing shall be of a type approved by the Commissioner and shall be installed where directed by the Commissioner.

N. Assume the responsibility for the proper transfer of the loads of the piping systems to the structure. No additional cost to the City of New York should be expected for any corrective work during construction.

2.4 UNDERGROUND FIBERGLASS REINFORCED PIPE (FRP) CONDUIT

A. All pipe shall be new, free from scale or rust, of the material and weight specified under the various services. Each length of pipe shall be properly marked at the mill for proper identification with name or symbol of manufacturer.

B. The Contractor shall use only approved polyester resin system with a proven history of performance in this particular application. The pipe shall be field connected with reinforced plastic sleeve couplings that utilize elastomeric sealing gaskets as the sole means to maintain joint water tightness. All fittings shall be manufactured from pipe meeting the requirements of these standards.

C. Pipe shall be manufactured in accordance with ASTM D3262. Joints shall meet the requirements of ASTM D4161. Pipe shall meet or exceed the chemical resistance requirements of ASTM D3262 Table 4 when tested in accordance with ASTM D3681.

D. The bedding and backfill and general installation requirements of pipe shall be in accordance with the manufacturer's recommended practices.

E. All refrigerant piping insulation shall run continuous through underground conduit. Provide waterproof seal on both ends of conduit where piping enters and exits underground conduit.

2.5 WALL PENETRATION SEAL

A. Unless otherwise specified, pack sleeves or cored drilled holes in accordance with Section 078413 "Penetration Firestopping".

B. Pack sleeves in exterior walls or waterproofed walls above inside earth or finished floors with oakum to within 1/2 inch of each wall face and finish botrh sides with sealant. See Section 079200 "Joint Sealants".

1. Sealant Types:
   a. Piping Conveying Materials up to 140 degrees F: Type 1C (one part).
   b. Piping Conveying Materials over 140 degrees F: Type 4.

2. Mechanical modular seals may be used in lieu of packing and sealant for sleeves and core drilled holes.

2.6 REFRIGERANT PIPING REQUIREMENTS

A. Notification of refrigerant discharge shall be provided in accordance with the New York City Fire Code.

B. Refrigerants used in refrigeration systems shall be new, recovered or reclaimed refrigerants in accordance with Section 1102.2.2.1, 1102.2.2.2 or 1102.2.2.3. The installed shall furnish a signed declaration that the refrigerant used meets the requirements of Section 1102.2.2.1, 1102.2.2.2 or 1102.2.2.3.

C. Refrigerants that are recovered from refrigeration and air conditioning systems shall only be reused in systems from which they were recovered. Recovered refrigerants shall be filtered and dried before reuse. Recovered refrigerants that show clear signs of contamination shall not be reused unless reclaimed in accordance with Section 1102.2.2.3.

D. Used refrigerants shall not be reused unless tested and found to meet the purity requirements of ARI 700. Contaminated refrigerants shall not be used unless reclaimed and found to meet the purity requirements of ARI 700.

E. All refrigerant piping and fittings installed at a height less than 7 feet 3 inches (2210mm) above the floor shall be concealed or otherwise protected from mechanical damage except at the point of connection to terminal equipment.

F. All refrigerant piping that crossed an open space that affords passageway in any building shall be no less than 7 feet 3 inches (2210mm) above the floor unless the piping is located against the ceiling of such space. Refrigerant piping shall not be placed in any elevator, dumbwaiter or other shaft containing a moving object or in any shaft that has openings to living quarters or to means of egress. Refrigerant piping shall not be installed in an enclosed public stairway, stair landing or an exit.

G. Refrigerant piping and fittings within public corridor shall be installed with brazed joints. The refrigerant manufacturers shall provide pre-charged tubing systems installed in accordance with the refrigerant equipment manufacturer's instructions. Refrigerant piping and fittings shall be concealed or otherwise protected from mechanical damage.

H. Piping materials shall be as set forth in Sections 1107.5.1 through 1107.5.7 of Chapter 11 of the New York City Mechanical Code.

I. Refrigerant piping shall be copper and red brass (not less than 80-percent copper) pipe. Pipe shall conform to ASTM B42 and ASTM B43.

J. Copper tube used for refrigerant piping erected on the premises shall be seamless copper tube of Type ACR (hard or annealed) complying with ASTM B280. Where approved, copper tube for refrigerant piping erected on the premises shall be seamless copper tube of Type K or L (drawn or annealed) in accordance with ASTM B88. Annealed temper copper tube shall not be used in sizes larger than a 2-inch (51mm) nominal size. Mechanical joints shall not be used on annealed temper copper tube in sizes larger than 7/8 inch (22.2mm) OD size.

K. Copper tubing joints used in refrigerant systems continaing Group A2, A3, B1, B2 or B3 refrigerants shall be brazed. Soldered joints shall not be used in such refrigerating systems. Brazed joints shall be made in accordance with ASME Boiler and Pressure Vessel Code, Section IX, Welding and Brazing Qualifications.

L. Soldered joints shall be made as follows: soldered joint surfaces shall be cleaned, a flus conforming to ASTM B813 shall be applied and the joint shall be soldered with a solder conforming to ASTM B32.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where the piping is to be installed and determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Coordinate with other work as necessary to interface installation of piping with other components of systems.

B. Provide and erect in a workmanlike manner, according to the best practices of the trade, all piping shown on the Drawings or required to complete the installation intended by these Specifications.

C. The Drawings indicate schematically the size and location of piping. Piping shall be set up and down and offset to meet field conditions and to provide adequate maintenance room and headroom in the Mechanical Rooms.

D. Study the General Construction Specifications and Plans, of the exact dimension of finished work and of the height of finished ceilings in all rooms where radiation, units, equipment or pipes are to be placed and arrange the work in accordance with the Schedule of Interior Finishes, as indicated on the Architectural Drawings.

E. All exposed piping shall be run perpendicular and/or parallel to floors, interior walls, etc. Piping and valves shall be grouped neatly and shall be run so as to avoid reducing headroom or passage clearance. Provide min. 7'-6" headroom under passageway in mech. equip. room All valves, controls and accessories concealed in furred spaces and requiring access for operation and maintenance shall be arranged to assure the use of a minimum number of access doors.

F. All pipe lines made with screwed fittings must be provided with sufficient number of flanges or unions to make possible any taking down of the pipes without breakage of fittings.

G. All piping shall be erected as to insure a perfect and noiseless circulation throughout the system. No bull head tees will be permitted.

H. All valves and specialties shall be so placed as to permit easy operation and access.

I. Provide proper provision for expansion and contraction in all portions of pipework, to prevent undue strains on piping or apparatus connected therewith. Provide double swings at riser transfers and other offsets wherever possible, to take up expansion. Arrange riser branches to take up motion of riser.

J. Bolted, gasketed, flanges (screwed or welded) shall be installed at all apparatus and appurtenances, and wherever else required to permit easy connection and disconnection. Screwed unions shall be used on piping 2" or less.

K. All piping connections to coils and equipment shall be made with offsets provided with screwed or welded bolted flanges so arranged that the equipment can be serviced or removed without dismantling the piping.

L. If, after plant is in operation, any coils or other apparatus are stratified or air bound (by vacuum or pressure), they shall be repiped with new approved and necessary fittings, air vents, or vacuum breakers at no extra cost. If connections are concealed in furring, floors, or ceilings, bear all expenses of tearing up and refinishing construction and finish, leaving same in as good condition as before it was disturbed.

M. Fittings shall be of the eccentric reducing type, where changes of size occur in horizontal piping to provide for proper drainage or venting. Steel pipe bends shall be made of the very best grade open hearth, low carbon steel, leaving a smooth uniform exterior and interior surface. Pipe bends shall be made with seamless steel pipe, having a minimum radius of not less than five (5) pipe diameters.

N. Tubing shall be erected neatly in a workmanlike manner. Bends in soft copper tubing benders to prevent deformation of the tubing in the bends. Approved seat-to-pipe threaded adapters shall be provided for junctions with valves and other equipment having threaded connections.

O. Vertical sections of main risers shall be constructed of pipe lengths welded together. No couplings shall be used.

P. The ends of all pipe and nipples shall be thoroughly reamed to the full inside diameter of the pipe and all burrs formed in the cutting of the pipes shall be removed.

Q. Piping shall be installed in accordance with the latest edition of the ASME Code for Pressure Piping.

R. All piping shall be concealed above furred ceilings in rooms where such ceilings are provided (except where specifically indicated otherwise on the drawings, or in walls or partitions, except as otherwise indicated.

S. Dissimilar piping shall be connected with dielectric connector as made by Ebco Company or approved equal.

T. Piping at all equipment shall be supported to prevent strains or distortions in the connected equipment and control valves. Piping shall be supported to allow for removal of equipment, valves and accessories with a minimum of dismantling and without requiring additional supports after these items are removed.

U. Pipe nipples - Any piece of pipe 3" in length and less shall be considered a nipple. All nipples with unthreaded portion 1½" and less shall be extra heavy. Only shoulder nipples shall be used. No close nipples will be permitted.

V. Screw threads shall be cut clean and true; screw joints made tight without caulking. No caulking will be permitted. A non-hardening lubricant shall be used. No bushings shall be used. Reductions, otherwise causing objectionable water or air pockets, to be made with eccentric reducers or eccentric fittings.

W. Miscellaneous drains, shall be run to the nearest open sight drain.

X. All drain piping from condensate drain pans shall be properly trapped in accordance with the static pressures involved. Condensate drain piping sizes shall be not less than 1½".

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of piping (partial or complete) test piping to demonstrate compliance with requirements. Where possible, field correct malfunctioning piping, then retest to demonstrate compliance. Replace piping which cannot be satisfactorily corrected. Refer to Section - Testing and Balancing.

3.4 REFRIGERANT PIPING INSTALLATION

A. 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 and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.

B. Install refrigerant piping according to ASHRAE 15 and authorities having jurisdiction.

C. Install piping in areas as indicated in equipment rooms, service areas and outdoors.

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 adjacent to machines to allow service and maintenance.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Select system components with pressure rating equal to or greater than system operating pressure and suitable for the test pressure.

J. Install piping as short and direct as possible with a minimum number of joints, elbows and fittings.

K. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.

L. Slope refrigerant piping as follows:

1. Refer to the 2002 ASHRAE HANDBOOK - "Refrigeration" for discussion of methods for managing oil entrainment in refrigerant gas and liquid.

2. Install horizontal suction lines with a uniform slope downward to compressor.

3. Liquid lines may be installed level.

M. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats and packing and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.

N. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.

O. Install sleeves for piping penetrations of walls, ceilings and floors. Comply with requirements for sleeves specified in Section 230000.

P. Install sleeves for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230000.

Q. Install escutcheons for piping penetrations of walls, ceilings and floors. Comply with requirements for escutcheons specified in Section 230000.

3.5 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt and debris from inside and outside of pipe fittings before assembly.

C. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide) during brazing or welding.

D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook", Capter "Pipe and Tube."

1. Use Type BcuP, copper-phosphorus alloy for joining copper socket fittings with copper pipe.

2. Use Type BAg, cadmium-free silver alloy for joining copper with bronze or steel.

3.6 TESTING REQUIREMENTS FOR REFRIGERANT PIPING

A. All refrigerant-containing parts of every system that is erected on the premises, except compressors, condensers, vessels, evaporators, safety devices, pressure gauges and control mechanisms that are listed and factory tested, shall be tested and proved tight after complete installation and before operation. Tests shall include both the high and low pressure sides of each system at not less than the lower of the design pressures or the setting of the pressure relief device(s). The design pressures for testing shall be those listed on the condensing unit, compressor or compressor unit name-plate, as required by ASHRAE 15.

B. Test Gases

1. Test shall be performed with an inert dried gas, including but not limited to, notrogen and carbon dioxide. Oxygen, air, flammable gases and mixtures containing such gasas shall not be used.

2. Mixtures of dry nitrogen, inert gases, or a combination of them with non-flammable refrigerants in concentrations of a refrigerant weight fraction (mass friction) not exceeding five are allowed for tests.

C. Test Apparatus

1. The means used to build up test pressure shall have either a pressure-limiting device or a pressure-reducing device and a gauge on the outlet side.

D. Declaration

1. A certificate of test shall be provided for all systems. The certificate shall give the name of the refrigerant and the field test pressure applied to the high side and low side of the system. The certification of test shall be signed by the installer and submitted to the Commissioner for review and approval.

E. Operation

1. Operating permits and qualification of operators for refrigeration systems shall comply with the requirements of the New York City Fire Code.

F. Exceptions

1. Gas bulk storage tanks that are not permanently connected to a refrigeration system.

2. Systems using an A1 refrigerant erected on the premises with copper tubing not exceeding 5/8-inch (15.8 mm) OD, with wall thickness as required by ASHRAE 15, shall be tested in accordance with Section 1108.1, or by means of refrigerant charged into the system at the saturated vapor pressure of the refrigerant at 70deg. F (21deg. C) or higher.

3. Limited-charge systems equipped with a pressure relief device, erected on the premises, shall be tested at a pressure not less than one and one-half times the pressure setting of the relief device. If the equipment or appliance has been tested by the manufacturer at one and one-half times the design pressure, the test after erection on the premises shall be conducted at the design pressure.

3.7 EVACUATION OF REFRIGERANT PIPING AND SYSTEM

A. When testing of refrigerant piping is completed as specified hereinafter, blow off the pressure in the system to atmosphere and provide final evacuation. Provide a vacuum pump capable of pulling vacuum of at least 20% more than the required vacuum. Use a Zimmerli gauge to read vacuum. Remove all moisture from the system. Operate the vacuum pump until a vacuum at least 500 microns is acheived.

B. When the system is evacuated, break the vacuum with oil pumped, dry nitrogen, open the compressor suction and discharge service valves and re-evacuate the system to 2.5mm Hg absolute. Stop vacuum pump and allow system to stand under a vacuum a minimum of 12 hours. If no noticeable rise in pressure has taken place after 12 hours the system shall be charged.

3.8 SYSTEM CHARGING

A. Charge system using the following procedures:

1. Provide all refrigerant to fully charge the entire system, during testing and when it is complete and ready for operation.

2. Provide one (1) spare charge, for storage in one of the stationary refrigerant receivers which are furnished with the chillers.
3. Provide additional refrigerant to replace any that is lost during start up.
4. Install core in filter dryers after leak test but before evacuation.
5. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
6. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
7. Charge system with a new filter-dryer core in charging line.

END OF SECTION 232113

SECTION 233113 - METAL DUCTWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions, General Requirements and Supplemental General Requirements, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all Sheet Metal Ductwork as shown on the drawings and hereinafter specified.

1.4 QUALITY ASSURANCE

A. Fabrication and installation shall be by a single firm specializing and experience in metal ductwork for not less than three (3) years.

B. Comply with SMACNA (Sheet Metal and Air Conditioning Contractors National Association) recommendations for fabrication, construction and details and installation procedures, except as otherwise indicated.

C. Comply with ASHRAE (American Society of Heating Refrigeration and Air Conditioning Engineers) recommendations, except as otherwise indicated.

D. Compliance to SMACNA and ASHRAE is a minimum requirement. In case of disagreement between sheet metal work described in this Section and SMACNA or ASHRAE, the specification shall govern.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings and coordinate drawings.

1.6 COORDINATION

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

1.7 WARRANTY

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

1.8 PRODUCT HANDLING

A. Protect shop-fabricated ductwork, accessories and purchased products from damage during shipping, storage and handling. Protect ends of ductwork and prevent dirt and moisture from entering ducts and fittings.

B. Where possible, store ductwork inside and protect from weather. Where necessary to store outside, store above grade and enclosed with waterproof wrapping.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR DUCTWORK

A. Furnish and install the size, connections and run of ducts as indicated on the drawings.

1. All exposed ducts in spaces shall be field painted throughout of color, paint selected by architect. Ducts shall be paintable surfaces.
2. For each terminal box, rectangle to round transitions, duct transitions at inlet and discharge whether specifically shown or not.

B. While the Drawings shall be adhered to as closely as possible, the Commissioner's right is reserved to vary the run and size of ducts during the progress of the work if required to meet structural conditions.

C. Install all ductwork in strict adherence to the ceiling height schedule indicated on the Commissioner's Drawings.

D. The sheet metal ductwork shall, whether indicated or not, rise and/or drop and/or change in shape to clear any and all conduits, lighting fixtures, plumbing and heating mains to maintain the desired ceiling heights. Provide adequate maintenance room and headroom in mechanical equipment rooms.

E. The ductwork shall be continuous, with airtight joints and seams presenting a smooth surface on the inside and neatly finished on the outside. Ducts shall be constructed with curves and bends so as to effect an easy flow of air. Unless otherwise shown on the Drawings, the inside radius of all curves and bends shall be not less than width of ducts in plane of bend.

F. All rectangular ductwork, unless otherwise noted, shall be built from galvanized sheet steel and thoroughly braced and stiffened.

G. Provide 12" x 12" access doors for every 50'-0" run of supply and return air duct for cleaning purpose.

2.2 DUCT PENETRATION THRU FLOOR

A. Provide 4" high and 4" wide concrete pad all around opening at duct penetration thru floors. Fill in space between duct and floor construction with mineral wool.

2.3 DRAIN PANS

A. Drain pans for cooling coils in built-up units shall be stainless steel with all welded seams and joints and shall be rigidly braced with stainless steel stiffening angles.

B. Each coil section composing the coil bank of a built up unit shall have an individual drain pan extending 9" on both sides of the coil with a minimum 2" vertical lip downstream of the coil. The top edge of the lip shall be turned backward. The pans shall be connected with copper tube to permit drainage to the bottom drain pan. Pans shall be 14 gauge stainless steel, all welded joints.

C. Provide insulation under drain pans for cooling coils, consisting of 2" thick cork.

2.4 DRIP PANS

A. Provide stainless steel pans and gutters under all equipment subject to leaks mounted above electrical equipment. Each stainless steel pan shall be properly pitched and a drain outlet provided and piped to drain. See "Drip Pans" under Section Special Requirements for Mechanical and Electrical Work.

B. Provide welded stainless steel drip pan with shut off valve under the each SAC unit 12" larger than the foot print of the installed unit. Drain pan shall be 6" deep with butt welded joints and shall be made from 18 gage S.S. provide liquid detection probe in each drain pan and alarm to BMS. Provide insulation under drain pans consisting of minimum ½" of rigid polyurethane cemented insulation.

2.5 INSTALLATION OF HVAC DEVICES

A. Installation of Smoke Detectors: Smoke detectors shall be installed in ductwork. Provide access door to each smoke detector. For additional information regarding smoke detectors, refer to Division 26 Specifications.

B. Installation of Dampers: Refer to Drawings and temperature control specification for combination smoke and fire dampers and other automatic dampers and install them in ductwork.

2.6 DUCT FABRICATION

A. Duct construction and support design shall be per SMACNA. Minimum duct design is Pressure Class 2" w.g. All ductwork from the air handling unit fan and/or stand-alone fan (supply return and exhaust) to a main duct damper (control/mixing, smoke and fire) shall be designed fro the maximum total fan output pressure. This is to prevent duct failure in the case where main duct damper closes by design or malfunction. All other ductwork shall be designed for the maximum system external fan output pressure.

B. All joints and seams for supply and return/exhaust air ductwork should be sealed airtight with a New York State approved non-hardening resilient caulking compound. Duct leakage should be in accordance with the latest edition of SMACNA's HVAC Air Duct Test. If duct leakage exceeds this limit test specified, the Contractor shall repair any leaks and retest the duct system for leakage and rebalance the systems at no cost to the Fund. ALL ductwork should be sealed with a high pressure duct sealant.

C. Ducts shall be neatly finished on the outside with all sharp edges removed.

D. Inside surfaces shall be smooth with no projections into the air stream except where otherwise indicated.

E. Longitudinal joints shall be Pittsburgh lock (Type L-1) `at corners or Acme lock on flat surfaces double seams hammered tight and shall be located above the horizontal axis of the duct. A snap lock seam shall not be permitted as a substitute for the Pittsburgh lock at corners of ducts.

F. Transverse joints shall be made with a SMACNA permissible ductwork joints to prohibit T-1 through T-17 for ductwork less than 3" w.g. No slip and drive joints shall be permitted for any ductwork on this project.

G. Transverse and longitudinal joints shall be made airtight with all laps in the directions of air flow. All joints shall be in accordance with duct sealing requirements of SMACNA. Seal class A shall be provided on all ductwork. Leakage class shall be class 6 for static pressure construction class of up to and including 6" wg. as defined by SMACNA

H. All fasteners and attachments shall be made of the same material as the ducts.

I. Furnish test wells 12" on the center horizontally and vertically in the suction and discharge duct of each fan. Test wells shall consist of a 1" x ¾", 125 lb., bronze, screwed hex bushing, secured to the duct with a bronze hex locknut on the inside of the duct. A ¾" x 2" long standard weight bronze, screwed nipple and cap shall be fitted to the housing on the outside of the duct. Test wells shall be No. 699 as made by Ventlok or approved equal.

J. All radius elbows shall have a minimum centerline radius of 1½ times the width of the duct.

K. All square elbows shall have factory-designed and built single thick turning vanes. Shop fabrication vanes will not be approved. Where turning vanes are in conflict with the access doors to fire dampers. They shall be made movable, so that fire dampers, shall be accessible.

L. Dissimilar metals shall be connected with flanged joints made up with fiber or neoprene gaskets to prevent contact between dissimilar metals. Flanges shall be fastened with bolts protected by ferrules and washers made of the same materials as the gaskets. Where an aluminum duct is to be connected to a galvanized steel duct, the end of the galvanized steel duct shall be coated with heavy black asphaltum paint before connecting it to the aluminum duct.

M. Changes in shape and dimension shall conform to the following: Except where otherwise noted, for increases in cross-sectional area, the shape of the transformation shall not exceed 1" in 7". Except where otherwise noted, for reductions in area, the slope shall not be less than 1" in 4" but 1" in 7" preferred.

N. Wherever it may be necessary to make provisions for vertical hangers of the ceiling construction passing through ducts, provide streamlined shaped sleeves around such ceiling construction hangers as to fully protect the duct from being punched with holes for the passage of such hangers. Any such streamlined sleeves shall be made air tight at top and bottom of ducts. In no case shall there be more than two rods in any 9 sq. ft. area. No rods shall pierce ducts smaller than 12" in horizontal area.

O. The construction for low pressure rectangular sheet metal ducts shall be made in accordance with recommendations of ASHRAE Guide, Latest Edition, or as per SMACNA Manual but not less than the following weights and construction:

1. All ducts, joints, seams shall be sealed airtight with approved duct sealant regardless of pressure, classification.
2. Minimum duct gauge shall be 24. No 26 gauge ducts.

LOW PRESSURE - RECTANGULAR DUCTWORK (UP TO 2" S.P.)

Dimension Longest Side, Inches	Sheet Metal Gauge (All Four Sides) Galv. Steel Gauge	Aluminum Thickness In.	Copper Oz. Per Sq. Ft.	Transverse Reinforcing At Joints and Between Joints
Up thru 12	24	0.025	16	1" pocket lock 22 gauge, standing seam joint 24 gauge. Joint max. on 8 ft. centers.
13 thru 18	22	0.032	24	Same as for up thru 12.
19 thru 30	22	0.032	24	1" pocket lock 20 gauge. Joints max, on 8 ft. centers with 1 x 1 x ☐ in.
31 thru 42	22	0.032	32	Same as for 19 thru 30.
43 thru 54	22	0.032	32	1½" standing seam joint, 1½" pocket lock 22 gauge. Joints on 8 ft. centers with 1½ x 1½ x $^1/_8$ in. angles max. 4 feet from joint.
55 thru 60	20	0.040	36	Same as for 43 thru 54.
61 thru 84	20	0.040	36	1½ standing seam joint, with 1½ x 1½ x $^1/_8$ in. angels, 1½ in. pocket lock 22 gauge with 1½ x 1½ x $^1/_8$ in. angels. Joints max. on 8 ft. centers with 1½ x 1½ x $^1/_8$ in. angels max on 2 ft. centers.

Dimension Longest Side, Inches	Sheet Metal Gauge (All Four Sides) Galv. Steel Gauge	Aluminum Thickness In.	Copper Oz. Per Sq. Ft.	Transverse Reinforcing At Joints and Between Joints
85 thru 96	18	0.050	48	Same as for 61 thru 84 except all angles shall be 1½ x 1½ x $^{3}/_{16}$ in.
over 96	18	0.050	48	Same as for 61 thru 84 except all angles shall be 2 x 2 x ¼ in.

3. Flat areas of duct over 18 in. wide shall be stiffened by cross breaking of beading.
4. All joints to have corner closures.
5. All joints shall be sealed with United Duct Sealer by McGill AirSeal LLC, or approved equal for indoor and outdoor use.

P. The construction for low pressure round sheet metal ducts and fittings shall be as follows (up to 2" S.P.):

Duct Diameter Inches	Steel-Galv. Sheet Gage	Girth Reinforcing Minimum Reinforcing Angle Size and Maximum Longitudinal Spacing	Girth Joints (Continuously Welded or as Below)
Up thru 8	24	None required	Crimped and beaded joint
9 thru 13	22	None required	Crimped and beaded joint
14 thru 22	22	None required	Crimped and beaded joint
23 thru 36	22	None required	--
37 thru 50	20	1¼ x 1¼ x $^{1}/_{8}$ @ 72 in.	--
51 thru 60	18	1¼ x 1¼ x $^{1}/_{8}$ @ 72 in.	--
61 thru 84	20	1½ x 1½ x $^{1}/_{8}$ @ 72 in.	--

NOTE: Flanged joints may be considered as girth reinforcing.

1. Ductwork up to 36 in. diameter shall be spiral lockseam construction and it shall be assembled with prefabricated fittings made up of 20 gauge galvanized iron.
2. All joints shall be sealed tight with United Duct Sealer by McGill AirSeal, LLC, Zoro Tools. Joints shall, in addition, be fastened with self-tapping screws.
3. All exposed round ducts on discharge of terminal boxes shall be with spiral lock seam with standing rib, supported with rod with top attachment and shall be field painted throughout.

2.7 DUCT SEALANTS

A. The following sealants should be used for joints and seams, and for acoustic lining and vapor barrier application to all ductwork. All sealants should have a spread rating of 25 and smoke developed rating 50 or less. Duct sealant shall be non-hardening, non-migrating mastic or liquid elastic sealant, type applicable for fabrication/installation detail, as compounded and recommended by manufacturer specifically for sealing joints and seams in ductwork. Manufactured by Benjamin-Foster, Adhesive Systems, Inc., 3M Inc. or McGrill Air Seal.

2.8 GASKETS

A. Gaskets should be used at bolted, flanged duct joints, and for all access doors. Gaskets should be ASTM D 1056 GR SCE-45 neoprene, butyl rubber or EDPM polymer with polyisobutylene plasticizer.

2.9 DAMPERS

A. At each main branch take-off and in such other locations where required to properly balance the air system, furnish and install volume dampers of the opposed blade, multi-louvered type, whether specifically indicated or not, which shall be operated by indicating quadrants and set screws, for adjusting the system.

1. Provide volume damper in each duct branch serving each outlet.
2. Provide volume dampers in each duct mains serving floors and at connections to duct in duct shafts at each floor, in mechanical rooms and such locations whether shown or not.

B. Volume dampers shall be constructed as follows: Damper blades shall not be wider than 12", shall be complete with heavy angle iron frames, connecting and operating links, brass trunnions, and bronze bearings. Dampers, unless otherwise noted, shall be fabricated with not less than No. 16 gauge sheet steel. Blades shall overlap and shall be provided with continuous stops on all four sides of dampers to prevent leakage. Blades shall be galvanized. Blades of dampers shall be set into a flat steel frame with frame securely bolted to the duct. All dampers shall be fitted with a hexagonal brass spindle which shall extend through the exterior of duct and be fitted with an indicating self-locking regulator. Regulator shall be similar to Ventlok 641, DuroDyne or Cevac Limited. All hardware shall be Ventlock , DuroDyne or Cevac Limited. For insulated ductwork provide No. 644 self-locking regulator as made by Ventlok, DuroDyne or Cevac Limited. All dampers shall be made accessible from building construction. Access doors in building structure shall be furnished or provided as herein before specified.

2.10 FIRE DAMPERS

A. Fire dampers and sleeve installation shall be in accordance with NFPA-90A recommendations and shall bear U.L. Label in compliance with U.L. 555.

B. Clearly indicate fire damper location on shop drawings. Provide access doors in the ducts and furnish access doors or panels at building construction at each damper of sufficient size and type to permit inspection and replacement of linkage. The Contractor shall coordinate all locations of duct access doors to conform with whatever architectural access openings may be

necessary and furnish access doors or panels in building construction. Provide shop drawings indicating location of access panels or doors for the Commissioner 's approval.

C. It is the intention of these plans and specifications to be complete. However, it is the responsibility of this Section, as being completely cognizant of local regulations, to determine where fire dampers are required and to advise the Commissioner prior to construction as to any discrepancies or questions in the plans or specifications.

D. Fire dampers shall be enclosed in sleeve of twelve gage metal set and grouted into fire partitions. Sleeve shall be secured at both sides of fire partitions with 1½ x 1½ x ¼ ga. mounting angles secured to sleeves only. Provide duct breakaway connections, see detail on drawings.

E. Dampers shall be steel plate, mounted to turn freely, in steelplate frame inserted in duct. Dampers shall be proportioned and weighted to close at once, if released from link with spring catches to hold closed, until manually reset. Dampers and frames to have suitable eyes; standard fusible-links, normally holding them open, but releasing upon contact with fire. Damper blased shall be mounted on corrosion resisting bearings. Damper shall close by gravity, moving with the air stream to full closed position against one-eight ($^1/_8$) inch angle stop. Steel spring catch shall hold damper closed. Radius arm on shaft shall show position of damper. Submit details for approval.

1. Fire dampers shall be "Fire Seal" as made by Air Balance, Inc. or approved equal, U.L. labeled.

Used For	Fire Damper
Rectangular Square Low Pressure Ductwork	Type B Model 119BL Model 119ML*
Medium or High Pressure Rectangular or Square Ductwork	Type C Model 119-CL or as detailed on the drawings
Low, Medium or High Pressure Round Duct	Type C Model 119-CL or as detailed on the drawings.

In aluminum or stainless steel ductwork, provide stainless steel construction fire dampers similar to Fire Seal Model 119D.

2. Provide multiple fire dampers in series or fire dampers of ratings equal to or greater than ratings of walls/floors, construction in which it is to be installed to maintain rating of construction.
3. Minimum fire damper size shall be 12" x 7". Increase duct size at fire dampers and provide transitions to provide net free area of fire damper equal to duct sizes.

2.11 ACCESS DOORS IN SHEET METAL WORK

A. Wherever necessary in ductwork, casings or sheet metal partitions, provide suitable access doors and frames to permit inspections, operation and maintenance of all valves, coils,

humidifiers, controls, smoke dampers, smoke detectors, fire dampers, filters, bearings, traps, or other apparatus concealed behind the sheet metal work. All such doors shall be of double construction of not less than No. 20 gauge sheet metal and shall have sponge rubber gaskets around their entire perimeter. Doors in insulated ducts of insulated casings shall have rigid fiberglass insulation between the metal panels.

B. All access doors in sheet metal ducts shall be hung on heavy flat hinges and shall be secured in the closed position by means of cast zinc clinching type latches. Where space conditions preclude hinges, use four heavy window type latches. Doors into ducts shall in general not be smaller than 18" x 18" except for access door to fire dampers which will depend on size of fire damper.

C. In no case shall access to any items of equipment requiring inspection, adjustment, or servicing require the removal of nuts, bolts, screws, wing nuts, wedges, or any other screwed or loose device.

D. Each sheet metal chamber shall have access doors for access to all parts of the system. Doors shall be fitted with cast zinc door latches, two per door. Latches shall be operable from both sides of casing. Hinges shall be extra heavy, zinc plated hinges, minimum of two per door. The doors shall be felted or provided with rubber gaskets so as to make them airtight. The doors shall be made with inner and outer shells 2 inches apart so that they may be properly insulated and properly operated. Doors shall be a minimum size of 20" x 48".

E. Hinges shall be Ventlok No. 150 or 260 with or without screw holes or approved equal. Latch for walk-in access doors shall be No. 260 as made by Ventlok Co. or approved equal. Latch for access door in ductwork shall be Ventlok No. 100 or approved equal.

F. Where reheat coils installed in ductwork, provide access doors on upstream and downstream side of coils within 3'-0" of coil.

G. Access doors at humidifier locations shall be provided on both sides of duct.

H. Access doors in aluminum or stainless steel duct shall be of same material as ductwork.

2.12 FLEXIBLE CONNECTIONS

A. All fan and air supply unit connections, both at inlet and discharge shall be made with material as hereinafter specified, so as to prohibit the transfer of vibration from fans to ductwork connecting thereto.

B. The flexible connections shall be a minimum of 12" long including bands using extra wide fabric as specified and held in place with heavy metal bands, securely attached, to prevent any leakage at the connection points.

C. All air handling units and return fans shall be provided with internally flexible connections inside the supply/return fan housing at the discharge air.

D. Flexible connections shall be fabricated from the following materials unless otherwise required by Local Authorities.

1. Low Pressure Systems - neoprene coated glass fabric

- 30 ounce/sq. yd.

E. Medium & High Pressure Systems - neoprene coated glass fabric

- 30 ounce/sq. yd.

F. Flexible connections shall not be painted.

2.13 GRILLES, REGISTERS AND DIFFUSERS

A. Furnish and install where shown on the drawings all metal diffusers, grilles and registers of the sizes and capacities indicated.

B. Ceiling diffusers shall be selected to diffuse the air uniformly throughout the occupied space. The air shall be introduced at a temperature differential of 20°F and shall be diffused at the five (5) foot level to a velocity of not greater than 50 FPM and a temperature differential of not greater than 2°F when compared with mean room temperature. The sound power level of air distribution equipment devices shall not exceed ratings as shown by Anemostat Corp. data.

C. Equipment manufacturer shall submit engineering data in a manner to facilitate convenient review of the following factors:

1. Aspiration ability, including temperature and velocity traverses, throw and drop of each unit, noise criteria ratings for each unit, sizes, free area and quality of construction.

D. All air distribution equipment shall be as manufactured by Anemostat Corp., or approved equal, as scheduled on plans.

E. All ceiling diffusers shall be furnished with a device or devices equalize the air flow and control the volume.

F. Location of ceiling diffusers and registers shown on the drawings are approximate. Coordinate with the acoustic tile ceiling for exact locations of ceiling diffusers and registers. They shall be in accordance with approved ceiling layout shop drawings.

G. Return grilles shall match return registers with the damper omitted.

H. Transfer ducts where indicate; shall be a combination return register and return grille.

I. All registers, grilles and diffusers shall be factory primed, field painted of color as selected by Architect unless otherwise indicated. All supply registers and grilles shall have a ¼" sponge rubber gasket around the grille frame.

J. Exceptions to foregoing types of grilles, registers and diffusers shall be as indicated on the plans.

K. Each air supply outlet shall have the required capacity and shall be guaranteed to give the required draft with draftless diffusion. Where manufacturer's recommendations require duct sizes differing from those on the drawings, the same shall be provided at no additional cost to the City of New York.

L. All grilles, registers and diffusers must be tested under ADC standards and carry and ADC seal of approval.

M. All registers and grilles located at face of partitions or plaster line of ceilings or soffits, etc. shall have plaster frames, Anemostat R C, or approved equal.

N. Relocations of ceiling diffusers or registers in order to match the ceiling tile layout shall be made at no additional cost to the City of New York.

2.14 LINEAR DIFFUSERS, REGISTERS, GRILLES

A. The linear diffuser shall be as manufactured by Anemostat Products and be of the type in use for more than 10 years. Diffusers shall be straight line adjustable type with extruded aluminum outer frame, retainer slots in stays, heavy duty spring to hold extruded aluminum pattern control elements.

B. Number of slots, spacing, capacity shall be as specified/shown on drawings. Diffusers shall be selected at maximum NC of 25 at designed flow rate.

C. Each diffuser shall have snap in, adjustable air flow control assembly with deflecting vanes for adjusting direction of air flow.

D. Contractor shall provide air plenum shall be double wall with 1½" – 3 lb. density acoustic lining for each linear diffuser.

E. Provide mounting frames with concealed alignment strips as required.

2.15 REGISTERS AND GRILLES INSTALLED IN EXPOSED DUCTWORK

A. Frames are not required for registers and grilles installed directly in uninsulated exposed ductwork.

B. Cut openings in ducts, forming a double thickness of metal, to attach registers or grilles with sheet metal screws. Bend back edges of openings into duct, on all 4 sides, a minimum of 1 inch to provide the thickness of metal stated above. Provide felt or sponge rubber gasketing, all 4 sides of duct openings, for supply grilles and supply registers.

2.16 AIR DIFFUSERS INSTALLED IN EXPOSED DUCTWORK

A. Frames are not required for diffusers installed directly in uninsulated exposed ductwork.

B. Cut and form openings in ducts, to accommodate the specified volume control damper and adjustable equalizing grid assembly. Reinforce openings as required and approved. Provide felt or sponge rubber gasketing, around duct opening, for supply diffuser assemblies.

2.17 VIBRATION ISOLATION FOR DUCTWORK (ROOMS: 20 NC & 25 NC LEVEL)

A. Type: Combination rubber and spring type designed for insertion in a split hanger rod for isolating ductwork from the overhead construction.

1. Approved isolators: Amber Booth Type BSSR, Korfund Type VX, Mason Industries, Type DNHS, Vibration Eliminator Co. Type SNRC and Vibration Mountings and Controls Type RSH.

2.18 SOUND REDUCTION

A. Furnish and install all soundproofing material specified, indicated or necessary to that all systems will comply with requirement of quiet operation. In general, noise level in any part of building (except in machinery rooms), due to air conditioning or ventilating equipment, ducts, and outlets, shall not exceed 40 decibels at 1200-2400 cycles per second, except as otherwise hereinafter specified.

B. Furnish and install sound-absorptive lining in ductwork for locations and lengths as indicated and/or hereinafter specified. All soundproofing material, installation and arrangement, shall be as approved. Where ducts are acoustically lined, insulation shall be omitted for extent of acoustic lining unless otherwise noted. Dimensions noted for lined ducts are inside clear dimensions. Duct sizes shall be increased for liner.

C. Sound Absorbent Duct Lining for Double Wall Ductwork - Furnish and install as herein specified and/or shown on the drawings (except where otherwise noted) double wall with 1½" thick, 3 lb. density, fibrous glass, rigid board with neoprene coat duct lining meeting the requirements of NFPA 90A. Inner wall shall be used perforated galvanized sheet metal (7/64" dia. holes on 3/16" staggered center).

D. Duct sizes indicated on drawings are clear inside dimensions. Increase sheet metal sizes as required to install double wall w/acoustic lining.

E. The following ductwork shall be double wall acoustically lined whether or not shown on Drawings.

1. Double wall with 1½" acoustic lining unless otherwise noted:

a. All transfer air ducts throughout, if any.
b. All supply/return connected to split AC system plenums and ductwork.

2.19 ACOUSTICAL PERFORMANCE SPECIFICATIONS - GENERAL

A. It is the intent of this Specification that noise levels due to air conditioning and/or ventilating equipment, ducts, grilles and registers, diffusers and air light fixtures, will permit attaining sound pressure levels in occupied spaces conforming to the following NC curves as explained in the ASHRAE Guide and Data Book.

Room Type	Background Rating
Audio Center and Audio Booth	NC-25
Control Rooms/Green Room	NC-35
Corridors	NC-35

B. Grilles, Registers, Diffusers

1. The maximum permissible sound power levels of air terminal devices when installed and operating per plans and specifications shall be as follows:

Maximum PWL re 10-12 Watts

Octave Band	NC-25	NC-30	NC-35	NC-40
1	54	57	60	64
2	44	48	52	56
3	37	41	45	50
4	31	35	40	45
5	27	35	36	41
6	24	29	34	39
7	22	28	33	38
8	21	27	32	37

C. Sound Power Levels shall be tested in accordance with ASHRAE Standard 36-72.

2.20 ACOUSTICAL PERFORMANCE WITHIN EQUIPMENT SPACES

A. Equipment room noise levels and noise transmission to adjacent buildings shall comply with all Federal, State, and City Noise Ordinances.

B. Motor Acoustical Performance:

1. Motor drives for pumps and refrigerator machine when installed per plans and specifications shall operate with noise levels not to exceed 80 dbA.
2. Noise levels shall be determined in accordance with IEEE Standard #85 test "procedure for Air-Borne Noise Measurements on Rotating Electric Equipment".

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where ductwork is to be installed and determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF DUCTWORK

A. Install ductwork in accordance with recognized industry practices, to ensure that ductwork complies with requirements and serve intended purposes.

B. Coordinate with other work as necessary to interface installation or ductwork with other components of systems.

C. Duct sizes shown on the drawings at connection to fans or other equipment may vary in actual installation. Contractor shall provide transition pieces as required.

D. Ducts, casings and hangers shall be installed straight and level and shall be free of vibration and noise when fans are operating.

E. Ducts at ceilings shall be suspended from inserts in concrete slabs except where otherwise indicated. Inserts shall be Grinnel Fig. 279, 282, or 152 as required. Ducts at floor shall be supported by steel angles suitably anchored to floor construction. Each duct shall be independently supported and shall not be hung from or supported by another duct, pipe, conduit or equipment of any trade.

F. Supports shall be placed at each joint and change in direction up to a maximum spacing of 8 feet on centers. Prevent buckling of ductwork.

G. All fastenings to building structure shall be adequate to insure permanent stability of sheet metal work and shall be capable of resisting all applied forces.

H. Vertical ducts in shafts or passing through floors shall be supported by steel angles or channels, welded, riveted, screwed or bolted to ducts and fastened to building structural members at each floor level. Provide safing to close all floor openings around ductwork - pack annular space with rockwool and 18 gauge sheet metal safing Floor openings in plenums shall have ½ inch diameter steel bars.

I. Rigid connections between ductwork and non-rotating equipment shall be made with flanged joints, sealed with fireproof material (Fiber or Neoprene gaskets).

J. It is the intent to obtain low, medium and high pressure ductwork construction with minimum leakage. The construction noted in Specifications can produce low or high leakage rates, depending upon the workmanship, particularly with regard to the connection at the top of the ducts. Guarantee that total diffuser volume, measured by means of velometer, shall be at least 95% of actual fan supply (measured by means of a duct traverse taken with a Pitot tube and water manometer). Seal the ductwork at joints with suitable sealers United Duct Sealer by McGill AirSeal LLC and tape, or approved equal. Use of "HARDCAST" or any other material is subject to Architect's approval.

K. For leakage test for low and medium pressure ductwork refer to Section "Testing and Balancing".

L. Include in bid prices transitions, elbows, rises, drops as may be required to install ductwork in coordination with structure, other trades, required ceiling heights and install all such required items at no additional cost to owner, whether specifically shown or not.

3.3 DUCT HANGERS

A. Low pressure ducts up to 24" on a side or up to 20" diameter shall be suspended with 16 gauge, galvanized strap hangers, 1" wide.

B. Low pressure ducts 25" to 40" on a side or 21" to 40" diameter shall be suspended with galvanized strap hangers 1" wide by $^1/_8$" thick.

C. Strap hangers shall be bent 90°, extended down sides of ducts and turned under bottom of ducts a minimum of 2". Strap hangers shall be fastened at ceiling with nuts, bolts and lock washers and to sides and bottom of ducts with sheet metal screws.

D. All low pressure ducts 41" and larger on a side or diameter shall be suspended with either rod or angle type hangers. No screws shall penetrate medium and high pressure ductwork.

E. Rod type hangers shall be $^{3}/_{8}$" diameter black steel rods threaded at both ends and bottom bracing angles on ducts, with nuts and lock washers.

F. Angle type hangers shall be extensions of side bracing angles on ducts, bent 90° at ceiling and fastened with nuts, bolts and lock washers.

G. Hangers for vertical ducts shall be as per SMACNA Duct Manual.

H. Provide vibration isolator hanger supports for Rooms – NC 20 & NC 25.

3.4 CLEANING AND PROTECTION

A. Clean ductwork internally, unit by unit as it is installed of dust and debris. Clean external surfaces of foreign substances, which might cause corrosion, deterioration of metal or interfere with painting.

B. At end of ducts which are not connected to equipment or air distribution devices at the time of ductwork installation, provide temporary closure of polyethylene film or other covering.

C. Cleaning of new supply and return ductwork. After completion of ductwork installation clean ductwork as follows:

1. Cover all supply registers and diffusers with oil cheese cloth.
2. Use supply fan or install temporary fan to provide air to the system for four (4) hours.
3. Remove oil cheese cloth.

END OF SECTION 233113

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 SUMMARY

A. Section Includes:

1. Rectangular and square ceiling diffusers.
2. Linear slot diffusers.
3. Adjustable bar registers and grilles.
4. Linear bar grilles.

1.3 SUBMITTALS

A. Product Data: For each type of 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, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

B. Samples for Initial Selection: For diffusers, registers, and grilles with factory-applied color finishes.

C. Samples for Verification: For diffusers, registers, and grilles, in manufacturer's standard sizes to verify color selected.

D. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

1. 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, grilles, speakers, sprinklers, access panels, and special moldings.
5. Duct access panels.

E. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

A. Rectangular and Square Ceiling Diffusers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

   a. Anemostat Products; a Mestek company.
   b. Carnes.
   c. Price Industries.

3. Devices shall be specifically designed for variable-air-volume flows.
4. Material: Aluminum.
5. Finish: Baked enamel, color selected by the Commissioner.
6. Face Size: 24 by 24 inches (600 by 600 mm), 12 by 12 inches (300 by 300 mm).
7. Face Style: Three cone.
8. Mounting: Surface, T-bar.
9. Pattern: Adjustable.
10. Dampers: Radial opposed blade.
11. Accessories:

    a. Equalizing grid.
    b. Wire guard.
    c. Sectorizing baffles.

2.2 CEILING LINEAR SLOT OUTLETS

A. Linear Slot Diffuser:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

   a. Anemostat Products; a Mestek company.
   b. Carnes.
   c. Price Industries.
   d. Titus.

3. Devices shall be specifically designed for variable-air-volume flows.
4. Material - Shell: Steel, insulated.
5. Material - Pattern Controller and Tees: Aluminum.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

    a. Anemostat Products; a Mestek company.
    b. Carnes.
    c. Dayus Register & Grille Inc.
    d. Hart & Cooley Inc.
    e. Krueger.
    f. Nailor Industries Inc.
    g. Price Industries.
    h. Titus.
    i. Tuttle & Bailey.

3. Material: Steel.
4. Finish: Baked enamel, color selected by the Commissioner.
5. Face Arrangement: 1/2-by-1/2-by-1/2-inch (13-by-13-by-13-mm) grid core.
6. Core Construction: Integral.
7. Frame: 1 inch (25 mm) wide.
8. Mounting: Lay in.
9. Damper Type: Adjustable opposed blade.

C. Fixed Face Grille:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

    a. Anemostat Products; a Mestek company.
    b. Carnes.
    c. Dayus Register & Grille Inc.
    d. Hart & Cooley Inc.
    e. Krueger.
    f. Nailor Industries Inc.
    g. Price Industries.
    h. Titus.
    i. Tuttle & Bailey.

3. Material: Steel.
4. Finish: Baked enamel, color selected by the Commissioner.
5. Face Arrangement: 1/2-by-1/2-by-1/2-inch (13-by-13-by-13-mm) grid core.
6. Core Construction: Integral.
7. Frame: 1 inch (25 mm) wide.
8. Mounting: Lay in.

6. Finish - Face and Shell: Baked enamel, black.
7. Finish - Pattern Controller: Baked enamel, black.
8. Finish - Tees: Baked enamel, color selected by the Commissioner.
9. Slot Width: 3/4 inch (19 mm), 1 inch (25 mm), and 1-1/2 inches (38 mm).
10. Number of Slots: One or Two.
11. Length: As shown on drawings.
12. Accessories: T-bar slot.

2.3 REGISTERS AND GRILLES

A. Security Register:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

    a. Anemostat Products; a Mestek company.
    b. Carnes.
    c. Price Industries.
    d. Titus.

3. Security Level: Medium and suicide deterrent.
4. Application: Ducted return and Air transfer.
5. Material: Steel.
6. Material Thickness: 0.19 inch (4.8 mm).
7. Finish: Baked enamel, color selected by the Commissioner.
8. Face Arrangement:

    a. Shape: Square.
    b. Design: Fixed bar.
    c. Frame: Yes.
    d. Deflection: Zero and 38 degrees.
    e. Core: None.
    f. 3/16-inch- (5-mm-) thick, front lattice plate with 2-by-2-inch- (50-by-50-mm-) square holes and 1-inch (25-mm) frets.
    g. 3/16-inch- (5-mm-) thick, perforated faceplate with 5/16-inch- (8-mm-) diameter holes spaced 7/16 inch (11 mm) o.c., staggered at 60 degrees.
    h. 1-1/2-inch (38-mm) bars and mandrel tubes and rods with 15-degree deflection in 1-1/4-by-1-1/4-by-3/16-inch (32-by-32-by-5-mm) angle border.
    i. 1-3/8-inch (35-mm) bars and double mandrel tubes with 15-degree deflection in 1-3/4-inch (45-mm) angle border.

9. Damper Operation: Face operated or Rear operated.
10. Damper Type: Adjustable opposed blade.
11. Wall Sleeve: 3/16 inch (5 mm) welded to face.
12. Mounting: 1-by-1-by-3/16-inch (25-by-25-by-5-mm) retaining angle frame.

B. Fixed Face Register:

2.4 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers, registers, and grilles 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, registers, and grilles level and plumb.

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 practical. 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 the Commissioner for a determination of final location.

C. Install diffusers, registers, and grilles 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, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 237313 - AIR COOLED SPLIT AIR CONDITIONING UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions, General Requirements and Supplemental General Requirements, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and made ready for operation by the City of New York, all air handling units as shown on the drawings and hereinafter specified.

1.4 QUALITY ASSURANCE

A. Manufacturing firms regularly engaged in manufacture of this material with characteristics and capacities required, whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Provide product produced by the manufacturers, which are listed in Section "Approved Manufacturer's List".

C. Provide equipment whose performance, under specified conditions, is certified by the manufacturer.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply and submit shop drawings.

1.6 COORDINATION

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.7 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

PART 2 - PRODUCTS

2.1 STUDIO CONTROL ROOM AIR COOLED SPLIT AIR CONDITIONING UNIT (AC-5 W/ACCU-5)

A. Install ductless split air conditioning units in the location shown on the Drawings. The electrical requirements, the size, the cooling capacities shall be as indicated on the Drawings.

B. Coil shall be constructed with aluminum plate fins mechanically bonded to copper tubing.

C. The indoor unit shall be wall mounted and outdoor air cooled condensing unit shall be grade mounted on structural supports.

D. The unit shall be controlled by a wall mounted DDC control panel. Trouble alarm to existing BMS.

2.2 EQUIPMENT RACK ROOM AIR COOLED SPLIT AIR CONDITIONING UNIT (AC-1 W/ACCU-1; AC-2 W/ACCU-2, AC-3 W/ACCU-3 AND AC-4 W/ACCU-4 (TYPICAL))

A. Install ductless split air conditioning units in the location shown on the Drawings. The electrical requirements, the size, the cooling capacities shall be as indicated on the Drawings.

B. Coil shall be constructed with aluminum plate fins mechanically bonded to copper tubing.

C. The indoor unit shall be wall mounted and outdoor air cooled condensing unit shall be grade mounted on structural supports.

D. The unit shall be controlled by a wall mounted DDC control panel (furnished by Tenant). Trouble alarm to existing BMS.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where this equipment is to be installed and determine space conditions and notify architect in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install equipment where shown, in accordance with manufacturer's written instructions, and with recognized industry practices, to ensure that equipment comply with requirements and serve intended purposes.

B. Coordinate with other work as necessary to interface installation of equipment with other components of systems.

C. Check alignment and, where necessary (and possible), realign shafts of motors and equipment within tolerances recommended by manufacturer.

D. All miscellaneous field interlock and control wiring shall be provided by the Contractor.

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of equipment, energized with normal power source, test equipment to demonstrate compliance with requirement. When possible, field correct malfunctioning units, then retest to demonstrate compliance. Replace units which cannot be satisfactorily corrected. Refer to Section - Testing and Balancing.

3.4 FIELD SOUND TESTING

A. Contractor shall take pre and post equipment installation noise level testing and provide detailed report.

B. Noise testing of outdoor equipment shall conform to the requirements of NYC Local Law 113-2005.

C. Contractor shall perform testing/reporting to establish ambient baseline noise level condition prior to the installation of new equipment. Contractor shall perform testing/reporting of operating noise level (ambient, directional) of new equipment after completion of installation.

D. Noise level testing, manufacturer's equipment operating performance documentation and proposed supplemental noise control measures shall be submitted to the Commissioner for review and approval.

E. Compliance with noise control is required. All indoor AC and outdoor condensing units shall be tested for noise by a certified noise testing agency. All work shall be performed in compliance with the provisions of the New York City noise control code as set forht in chapter 2 of title 24 of the administrative code. Noise testing agency shall submit a record of tests performed, instruments used and data obtained. The tests shall provide sufficient detail of the noise generated during each operating mode of the AC unit equipment during operation of the fans and compressors.

F. END OF SECTION 237313

SECTION 260000 - GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the work, wherever applicable to the Contractor's Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Drawings are diagrammatic and are a graphic representation of contract requirements to the best available standards at the scale required.

D. Light and power and miscellaneous systems riser diagrams, as well as schematic diagrams, generally indicate connections to be used for various systems and equipment. Systems conduit and wiring shall be as required for the actual systems installed on this site. Provide all work shown on diagrams whether or not it is duplicated on the plans.

1.3 SCOPE OF WORK

A. The Specifications and the accompanying drawings are intended to secure the provisions of all material, labor, equipment, and services necessary to install complete, tested, and ready for operation the Electrical Systems in accordance with the Specifications and Drawings. All systems shall be complete with all necessary appurtenances and minor auxiliaries, including pull boxes, offsets to clear interferences, and supports which are not shown but are needed to make each system complete in every respect. All work described in the Specifications and not shown on the Drawings, or vice versa, shall be furnished in complete working order. If mention has been omitted of any item of work or material, necessary for completion of the system, then such items must be and are hereby included.

1. Power and light distribution system (120/208V, 3Ø, 4-wire).
2. Panelboards - lighting, power and distribution.
3. Fuses and/or circuit breakers.
4. Installation and wiring of individual controllers. Erecting starter racks where required.
5. Control devices, only where specifically called for.

6. Safety and disconnect switches, unless furnished with starters or on equipment. Weatherproof devices for outdoor equipment.
7. Motor power wiring.
8. Raceways and installation components.
9. Wire and Cable.
10. Electrical work in connection with equipment specified and furnished under other Sections of the Specifications, or furnished by the City of New York.
11. Grounding system in conformance with applicable codes.
12. Wiring devices.
13. Lighting fixtures, including lamps.
14. Furnishing of access doors.
15. Furnishing and setting of all sleeves through the floors, roof and wall, where required including waterproofing and fireproof sealing and cap flashing.
16. Hardware, such as inserts, bolts, etc., associated with concrete pads.
17. Cutting and core drilling associated with electrical work.
18. Prime painting, where required for electrical equipment and installation.
19. Removal of existing electrical work in accordance with Architectural Demolition Scheme or as directed and required. Restoration of electrical service in affected adjoining areas which are to continue to function.
20. Provision for temporary light and power including temporary primary and secondary feeders and transformers.
21. Paying all fees and performing all testing and adjusting and furnishing all certificates of approval, and those of Underwriters.
22. Fire alarm system modification.

1.4 RELATED WORK SPECIFIED ELSEWHERE

A. The Contractor shall be responsible for the following items of materials and labor that will be specified under other Sections of the Specifications:

1. Furnishing and setting of motors, adjusting thermal elements and replacing thermal overloads if necessary. Supplying of individual starters and control devices, unless specifically indicated otherwise. The Contractor shall provide combination starters where so identified on the Electrical Drawings.
2. Installation of electric valves, float switches and pressure and pneumatic- electric switches, stats and related control devices.
3. Furnishing and installing HVAC temperature control boards, supervisory temperature control and energy management systems.
4. Installation of duct type smoke detectors.
5. Base flashing for conduits passing through roof.
6. Setting of access doors in walls and ceilings.
7. Rough and finish patching.
8. Finish painting of exposed conduits, boxes, hangers, apparatus, etc.

1.5 QUALITY ASSURANCE AND STANDARDS

A. The complete installation shall be in accordance with the applicable requirements and standards of National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), National Electrical Code (NEC), New York City Electric Code (NYCEC), New York State

Energy Conservation Construction Code (NYSECC), Institute of Electrical and Electronic Engineers (IEEE), American National Standard Institute (ANSI), Occupational Safety and Health Administration (OSHA), National Electrical Safety Code, Insulated Cable Engineers Association (ICEA), Underwriters' Laboratories (UL), Factory Mutual (FM), Factory Insurance Association (FIA), National Electrical Contractors Association (NECA) "Standard of Installation", Local Inspection Agency, along with state and local municipal codes and all applicable codes and authorities having jurisdiction. Any items or requirements noted in the Specifications or on Drawings, which conflict with these shall be referred to the Commissioner for decision. All work necessary to comply with these requirements shall be performed by the Contractor at no extra cost to the City of New York.

1.6 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings.

B. The Contractor shall submit shop drawings with such promptness as to cause no delay in his own work or the work of the City of New York.

C. Submit shop drawings complete in every detail for items as described in the Contract Documents, or as may be required by the Commissioner.

D. Submit shop drawings as indicated in subsequent Sections of this Specification.

1.7 EXAMINATION OF EXISTING CONDITIONS ON PREMISES

A. The Contractor shall visit the site of the work and shall thoroughly familiarize himself with the observable existing conditions affecting the work. No additional compensation will be granted on account of extra work made necessary by the Contractor's failure to investigate such existing conditions. Verify all grades, elevations, dimensions and clearances at the site.

B. Examine all work prepared by others to receive the work of this Section and report any discrepancies and/or defects affecting installation to the Contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by others.

C. Existing conditions, equipment, material, and sizes are shown for reference only. Verify existing conditions and bring any discrepancies to the Commissioner's attention in writing prior to submission.

1.8 REMOVAL AND RELOCATION OF EXISTING WORK

A. Disconnect, remove and/or relocate electrical material, equipment, devices, components, and other work noted and required by demolition or alterations in existing construction.

B. Provide new material and equipment required for relocated equipment.

C. Remove conductors from existing raceways to be rewired. Clean raceways as required prior to rewiring.

D. Tape both ends of abandoned conductors, and cap outlets and abandoned raceways.

E. Cut and cap abandoned floor raceways flush with concrete floor or behind walls and ceilings.

F. Dispose of removed raceways and wiring.

G. Dispose of removed electrical equipment as directed.

H. Alarm and emergency systems are to be interrupted only with the written consent of the campus management.

I. Where indicated on the Drawings or required by the alteration scheme, the Contractor shall remove all electrical equipments and other devices, complete with associated wiring, conduit, etc., from partitions, walls, and floors that are to be removed. When the removal of these makes dead electrical wiring that is to remain, Contractor shall install junction boxes or other devices necessary to make the circuits affected continuous and ready for operation.

J. All raceways which become exposed beyond finished surfaces because of the alteration work shall be removed and rerouted behind finished surfaces.

1.9 COORDINATION OF WORK

A. The work of this Section shall be coordinated with the work of all other Sections and shall be so arranged that there will be no delay in the proper installation and completion of any part or parts of each respective work wherein it may be interrelated with that of the Contract so that generally all construction work can proceed in its natural sequence without unnecessary delay. The Contractor shall make all communications of a coordinating nature to the Commissioner.

B. Examine all Architectural, Structural, Heating, Ventilating and Air Conditioning, Sprinkler and Plumbing Drawings relating to this Project, and verify all governing conditions at the site and become fully informed as to the extent and character of the work required and its relation to other work in the building. No consideration will be granted for any alleged misunderstanding of the materials to be furnished for work to be done.

C. Scaled and figured dimensions with respect to the items are approximate only; sizes of equipment have been taken from typical equipment items of the class indicated. Before proceeding with work, the Contractor shall care-fully check all dimensions and sizes and shall assume full responsibility for the fitting-in of equipment and materials to the building and to meet architectural and structural conditions.

D. The Contractor shall coordinate all parts of the work. Confer with the City of New York whose work might affect this installation; and arrange all parts of the work and equipment in proper relation to the work and equipment of the City of New York, with the building construction and with architectural finish so that this work shall harmonize in service, appearance, and function.

E. Exposed piping shall be installed to provide the maximum amount of headroom but in no case shall piping be installed less than seven feet (7'-0") above the finished floor. Piping installed in areas where hung ceilings or other furred spaces are indicated shall be installed concealed.

F. The Contractor is referred to the Architectural Drawings for locations and types of hung ceilings and furred spaces.

1.10 INSPECTION AND TESTS

A. At the time of the final inspection and tests, all connections at the panels and all splices, etc., must have been completed. All fuses must be in place and the circuits continuous from service switches to all receptacles, outlets, motors, etc. Each entire wiring system must test free from short circuits and grounds. When wiring systems are "megger" tested, the insulation resistance between conductors and between conductors and grounds, based on maximum load, shall not be less than that required by National Electrical Code and local authorities having jurisdiction. A written record of all test data shall be supplied to the Commissioner (five copies). The tests shall cover but not be limited to the following:

1. Electric distribution system.
2. Fire alarm and smoke detection.
3. All communications, signaling and alarm systems.
4. Power installations and motor controls.
5. Light installations and circuit switching.
6. Any part of the work called for in the Specifications, or Drawings and as designated by the Commissioner.

B. Provide all necessary testing equipment, instruments, and skilled personnel for the tests. If in the opinion of the Commissioner, the results of such tests show that the work has not complied with the requirements of the Specifications or Drawings, the Contractor shall make all additions or changes necessary to put the system in proper working condition and shall pay for all the expenses and for all subsequent tests which are necessary to determine whether the work is satisfactory. Any additional work or subsequent tests shall be carried out at the convenience of the Commissioner, prior to final payment.

1.11 PERMITS, CERTIFICATES AND FEES

A. Obtain and deliver a final Certificate of Approval from the applicable inspection authority having jurisdiction. Make delivery to the Commissioner for transmittal to the City of New York upon completion of the work and before final payment. Pay all charges made by the inspection authority and include their cost in the bid.

B. This work shall include the procurement of and payment for all permits, certificates and fees for the performance of the electrical work in compliance with codes, applicable laws and municipal regulations including those from local utilities for services.

1.12 PROTECTION, MAINTENANCE AND PRODUCT HANDLING OF ELECTRICAL EQUIPMENT

A. Electrical equipment shall be delivered and stored at the site, properly packed and crated until finally installed. Store materials in spaces as designated by the Commissioner. Investigate each space through which equipment must be moved. If necessary, equipment shall be shipped from manufacturer in crated sections of size suitable for moving through restricted spaces.

B. Uninstalled and installed equipment and materials shall be adequately protected against loss or stealing; damage caused by water, paint, fire, plaster, moisture, acids, fumes, dust or other environmental conditions; or physical damage, during delivery, storage, installation and shutdown

conditions. The Contractor shall replace any damage or stolen material without extra cost to the City of New York.

C. Provide effective protection for all material and equipment against damage that may be caused by environmental conditions. Do not work when conditions of temperature in area or moisture on materials or substrates are not in accordance with material manufacturer's recommended conditions for installation.

D. The Contractor shall be responsible for the maintenance of all equipment and systems installed, until final acceptance by the Commissioner. The Operation of the equipment by the City of New York does not constitute an acceptance of the work. The work will be accepted only after the Contractor has adjusted his equipment, demonstrated that it fulfills the requirements of the Drawings and Specifications, and has furnished all required certificates.

E. The Contractor shall guarantee in writing to the Commissioner that all work installed by him shall be free of defects in workmanship and materials and that all apparatus will develop the capacities and characteristics as indicated, and that, if during a period of one year from date of final approval of work by the Commissioner, any defects in workmanship, materials or performance appear, he shall remedy them without any cost to the City of New York. Guarantee requirements shall consist of the aforestated and other requirements, as established under applicable Contract Documents.

F. Provide effective protection against damage for all material and equipment during shipment, and storage at the Project Site. Cover all stored equipment to exclude dust and moisture. Place stored conduit on dunnage with appropriate weather cover and caps on exposed ends.

G. After cabinets and boxes are installed, cover openings to prevent entrance of water and foreign materials. Close conduit openings with temporary metal or plastic caps, including those terminated in cabinets.

H. Protect all rough and finished floors and other finished surfaces from damage which may be caused by construction materials and methods. Protect floors with tarpaulins, chip pans and oil-proof floor covering. Protect finished surfaces from welding and cutting splatters with baffles and asbestos splatter blankets. Protect finished surfaces from paint droppings, adhesive and other marring agents with drop cloths. Protect other surfaces with appropriate protective measures.

I. Have materials delivered to site. Unload and store materials in designated location, and protect from damage. Deliver materials to their point of installation.

J. Deliver materials to Project site in manufacturer's original unopened containers with manufacturer's name and product identification clearly marked thereon.

1.13 ACCESSIBILITY AND MEASUREMENTS

A. All work shall be installed so as to be readily accessible for operation, maintenance and repair. Minor deviations from the plans may be made to accomplish this, subject to the approval of the Commissioner.

B. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Building, and shall be responsible for the correctness of same as related to the work.

1.14 TEMPORARY LIGHT AND POWER

A. Electric services for temporary light and power shall be obtained from the existing service switchboard cables and extended as required. Consult the Commissioner prior to making any connections to existing services.

B. The Contractor shall furnish, install and maintain the temporary lighting and power system for the duration of the work. The use of electricity shall be kept to a minimum.

C. The Commissioner's representative will pay for all energy required by the temporary lighting and power system.

D. Provide all wiring, supports, lamp sockets, receptacle sockets and any other materials, supplies or equipment necessary for temporary light and power system.

E. Ground fault protection required by OSHA for temporary receptacle circuits shall be accomplished by providing branch circuit panels containing ground fault protection branch circuit breakers.

F. Provide a grounding conductor connection to each receptacle grounding terminal. Minimum size branch circuit and grounding conductors shall be No. 12 AWG.

G. Install separate stringer circuits for lighting and receptacles. Provide one lamp socket and one duplex receptacle (or two single receptacles) for every 400 square feet of new general construction area. (Approximately 20 feet on centers). Furthermore, provide one lamp socket and one duplex receptacle every 20 feet along the peripheral walls of the construction areas for temporary conditions. Each lamp socket shall be provided with a 100 watt lamp. Replace burned out lamps as required for as long as the temporary lighting system is maintained in operation.

H. Provide sufficient supplementary temporary lighting to permit proper execution of the work. This supplementary lighting shall consist of but not be limited to the following:

1. Construction hoist landings.
2. Stairways and stairway landings where existing illumination is inadequate due to alterations or construction.
3. Interior rooms not covered with general construction area lighting.

I. Provide power wiring to operate construction hoist. Provide fused disconnect switch at hoist location. Fuse size, wiring size and disconnect shall be as required.

J. Provide 50 trailer extension cords, each 25 feet long. Cords shall be 16-3, Type SJ. 25 of the trailer cord sets shall be receptacle type ITT No. 6112 and 25 of the trailer cord sets shall be trouble light type with receptacle ITT No. J-3270. Distribution of these cord sets to the Contractor shall be as directed by the Commissioner.

K. Keep the temporary lighting and power system operational commencing fifteen (15) minutes before the established starting time of that trade which starts work earliest in the morning and ending fifteen (15) minutes after the established quitting time of that trade which stops work latest in the evening. This applies to all weekdays, Monday through Friday inclusive, which are established as regular working days for any trade engaged in the work, and shall continue until Final Acceptance of the work or until these services are ordered terminated by the City of New York.

1.15 NAMEPLATES

A. Furnish a nameplate for each separately installed feeder switch and circuit breaker, each individual panel, dry-type transformer, disconnect switch, starter push-button station and equipment enclosure.

B. Unless otherwise noted, nameplates shall be black laminate with white letters of uniform size consisting of reasonably large caps, easily visible.

C. Inscriptions shall consist of name and number of equipment as shown on the Drawings and as approved by the Commissioner.

1.16 NAMES AND TRADE NAMES

A. Where trade and manufacturers' names are specified or indicated on the Drawings, they are intended to indicate the standard of material or articles required. This shall not remove the responsibility of the Contractor from verifying the equipment's compliance with all rules and regulations governing the use of such equipment. No purchase of any equipment shall be done without written authorization, if such equipment will not abide with all rules and regulations, covering its intended use.

1.17 MATERIAL AND WORKMANSHIP

A. All material shall be new and of the best quality and shall have the Underwriters Laboratories label attached. The label shall be of the type for the intended application. The work throughout shall be executed in the best and most thorough manner under the direction of, and to the satisfaction of the Architect who will interpret the meaning of the Drawings and Specifications. The Commissioner shall have the power to reject any work and materials which, in his opinion, is not in full accordance therewith.

B. If, after installation, operation of the equipment proves to be unsatisfactory to the Commissioner by reason of defects, errors or omissions, the Commissioner reserves the right to operate equipment until it can be removed from service for correction by the Contractor. The Contractor shall pay for damages to work of other trades caused by this defective equipment and its replacement.

1.18 OPERATING INSTRUCTIONS

A. Two months prior to the completion of all work and the final inspection of the installation by the Commissioner, five copies of a complete Instruction Manual, bound in booklet form and suitably indexed, shall be submitted to the Commissioner for approval. All written material contained in the Manual shall be typewritten or printed.

B. The Manual shall contain the following items:

1. Table of Contents
2. Introduction - Explanation of manual and its use.
3. Description of system or equipment.

    a. Complete schematic drawings of all systems.
    b. Functional and sequential description of all systems.

4. Systems Operation

   a. Operation procedures.
   b. All posted instruction charts.

5. Maintenance

   a. Systems trouble-shooting charts
   b. Procedures for checking out functions.
   c. Recommended list of spare parts.

6. Listing of Manufacturers

7. Manufacturer's Data (where multiple model, type and size listings are included, clearly and conspicuously indicate those that are pertinent to this installation.

   a. Description - literature, drawings, illustrations, certified performance charts, technical data, etc.
   b. Operation
   c. Maintenance - including complete trouble-shooting charts
   d. Parts list
   e. Names, addresses and telephone numbers of recommended repair and service companies.
   f. Guarantee data.

END OF SECTION 260000

SECTION 260519 - WIRE AND CABLE (600 VOLTS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The requirements of this Section apply to wire and cable work specified elsewhere in these Specifications.

B. The work includes providing wire and cable complete with all accessories in accordance with Drawings and Specifications and as required for a complete system. Wiring size referenced in this Section shall be AWG, except as noted. For special wiring for individual systems refer to respective Sections of these Specifications.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in the manufacture of wire and cable of specified types and ratings, whose products have been in satisfactory use in similar service for not less than three (3) years. Refer to PART 4 of this Section for "APPROVED MANUFACTURERS".

B. Provide wire and cable which has been listed and labeled by Underwriters' Laboratories, and comply with applicable portions of National Electrical Manufacturers Association Standards.

C. Comply with National Electrical Code (NFPA No. 70) and local electrical codes which apply for construction and installation of wire and cable. Where discrepancies arise between codes, the most restrictive code shall apply.

1.5 SUBMITTALS

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work, and submit shop drawings.

1.6 GUARANTEE

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 600 VOLT WIRE AND CABLE

A. Conductors:

1. All conductors shall be copper.
2. No. 10 and smaller conductors shall be ASTM Standard, solid, copper. No. 8 and larger conductors shall be ASTM standard, stranded copper.
3. Communications and signal wiring shall conform to the recommendations of the system manufacturers and shall be as specified in respective Sections of these Specifications.

B. Insulation:

1. Rubber and thermoplastic insulation shall comply with ASTM and IPCEA standards.
2. Minimum insulation shall be UL rated for 75°C. Types THHN and USE.
3. Conductor ampacity rating shall be based on 75°C insulation.
4. Types and application:

a. THHN shall be used for interior branch circuit and feeder wiring.
b. Conductors with insulation rated 90°C shall be provided in high ambient temperature areas and for branch circuit wiring connecting the fluorescent fixtures.
c. Bare conductors shall be permitted for grounding where so indicated in GROUNDING Section of Specifications.
d. Type SFF-2 conductors shall be provided in wiring channels at continuous fluorescent fixtures and in ambient temperatures over 90°C.
e. For low voltage system wiring (Communications, signaling alarm, remote controls, etc.) installed above suspended ceilings, approved signaling cable without conduit shall be permitted. When installed in air handling plenums signaling cable shall have flame retardant insulation UL classified as low smoke/low flame, with fluoropolymer resin jacket approved for installation in air handling plenums without conduit. Signaling cable installed without conduit shall be adequately harnessed, bundled and tied at 4 foot intervals by individual system and marked with identification tags.

C. Wire Sizes

1. For General Use:

a. No. 12 minimum copper wire shall be used for lighting and power.

b. No. 10 minimum copper wire shall be used for 20 Ampere circuit, at 120 Volts, over 60 ft. in length.

2. For Control and Alarm Wiring, unless otherwise noted:

a. No. 14 minimum copper wire.
b. No. 12 minimum copper wire for 120 Volt circuits over 60 ft. in length.

3. For Other Voltages and Phases and for Longer Circuit Lengths:

a. Size wire as required to maintain NEC (NYCEC) permissible voltage drop.

4. Raceways:

a. Increase raceway sizes for larger wire sizes in conformance with NEC requirements.

D. Color Coding

1. Phase wires shall be color-coded as follows:

a. 120/208 Volt system:	Black	-	A phase
	Red	-	B phase
	Blue	-	C phase

2. Neutral conductors shall be white for 120/208 Volts.
3. Equipment ground wire shall have a green outer covering throughout.
4. Where color-coded cable is not available, certify in writing and request permission for overlap color taping conductors (minimum length 6 in.) in accessible locations.
5. Conductors for control circuits and signal systems shall also be consistently color coded to avoid confusion and permit easy identification of conductors. The IPCEA color code shall be used wherever possible. No two wires in the same raceway shall be the same color, unless provided with flameproof linen identification tags on each end.

PART 3 - EXECUTION

3.1 GENERAL

A. Install wire and cable in accordance with the NEC, The National Electrical Contractors Association's "Standard of Installation", and in accordance with recognized industry practices to ensure that products serve the intended functions.

B. 600-Volt Wire and Cable:

1. Wire and cable shall not be drawn into conduit and raceways until all conduit work is complete, joints made up tightly and the entire run secured in place.
2. The inside of conduits and raceways shall be dry and clean before conductors are pulled.
3. Care shall be exercised in pulling to avoid damage to the wire or cable. Lubricants shall be used for pulling wire or cable if the character of the pull might otherwise damage the conductors, insulation or jacket. No thermoplastic wires shall be pulled at temperatures lower than 0°C.

4. Cables shall be supported at the upper end of all risers and at intermediate points as required by the NEC. Supports shall be O.Z. Type "R", insulation wedges or Kellens grips, or approved equal.
5. Seal conduit with a non hardening compound approved for the purpose, where cable or wire enter building from underground.
6. Cable spacers shall be installed where required. Spacers shall consist of galvanized or cadmium plates, steel or malleable iron threaded conduit and fittings and inserts of non-metallic insulating material with openings adequate to accommodate cables being spaced. Cable spacers shall be O.Z. Mfg. Co., Inc. Type E or Type EL, with grounding lug, or approved equal.
7. Not more than 3 lighting or convenience receptacle circuits shall be installed in one (1) conduit, unless otherwise indicated on Drawings.
8. In certain systems, equipment furnished by an approved manufacturer may require a different number and arrangement of conductors from those indicated on the Drawings. In such cases, the Contractor for the work under this Division shall comply with such requirements at no additional cost to the Owner.
9. In the event the Contractor for the work under this Division or Section chooses to furnish and install a system or item of equipment of different arrangement from that shown or specified, he shall furnish and install any additional wiring and conduit required by the system at no additional cost to the Owner.
10. In wireways and large pull boxes, lace and tie off conductors in groups of 3 phases and neutral (if used) to limit conductor unbalanced loading. Conductor group shall be as installed in conduit.
11. Tag all feeders and risers in all pull boxes and in all gutter spaces through which they pass. Tags shall be engraved white core nameplates identifying feeders as shown on the Drawings or the circuit protective device from which they originate.
12. Leave all wires with sufficient slack at terminals ends for convenient connections and fixtures and for convenient servicing. Stow loose ends neatly in outlet box.

C. Terminations, Splices and Connections:

1. Splices and taps shall be made in accessible boxes, panelboard fittings, gutters, terminal panels, etc. only. Materials shall be compatible with the conductors, insulations and protective jackets on the cables and wires.
2. All copper conductors No. 8 & larger shall be terminated, spliced, and tapped with color-keyed compression connectors, as manufactured by Thomas & Betts Co., Series 54000, Ideal Industries Series 87000, or approved equal. The manufacturers recommended tooling shall be used. Mechanical type connectors shall not be used.
3. All copper conductors No. 10 AWG & smaller shall be terminated and spliced with Ideal Industries wing-nut wire connectors, or approved equal compression connectors. The flame-retardant, thermoplastic insulated type shall be used to isolate the terminal from other metal parts and equipment.
4. Splices and joints shall be insulated with materials approved for the particular use, location, voltage, and temperature. Insulation shall be not less than that of the conductors being joined.
5. Plastic electrical insulating tape shall be flame retardant, cold and weather resistant.

D. Cable Tying:

1. All circuit and control wiring in cabinets, panels, pullboxes, wireways, and junction boxes shall be tied and held with nylon Ty-Rap cable ties as manufactured by Thomas & Betts Co., or approved equal.
2. Wire identification ties fastened to conductors at the point of attachment to terminal blocks and equipment components shall be nylon, self-locking Ty-Raps as manufactured by Thomas & Betts Co., and Ideal Industries Series Ty-51M, 53M, or approved equal.

E. Tags:

1. Cables shall be tagged in all pull boxes, wireways and wiring gutters of panels. Where two or more circuits run to or through a control device, outlet box or junction box, each circuit shall be tagged as a guide in making connections.
2. Tags for feeders shall indicate feeder number, size, phase, voltage, origin and termination. Feeder tags shall identify all phases individually.
3. Tags for control and alarm wiring shall indicate type of control or alarm, size of wire and origin and termination.
4. Tags shall be Thomas Betts Co. or Ideal Industries or approved equal, wire-marker dispenser type, self laminated wire markers.

F. Lubrication:

1. Wire lubricating compound shall be suitable for the wire insulation and conduit with which it is used, and shall not harden or become adhesive. Lubricating compound shall be Ideal Industries Yellow 77 Type, or approved equal. Lubricating compound shall not be used on wire for isolated type electrical power systems.

G. Inspection:

1. Contractor shall examine the areas and conditions under which wire and cable are to be installed, and notify Architect in writing of conditions detrimental to proper and timely completion of the work.
2. Do not proceed with the work until unsatisfactory conditions have been corrected.

H. Installation:

1. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.

3.2 FIELD QUALITY CONTROL

A. Visual and Mechanical Inspection:

1. Inspect for physical damage and proper connection in accordance with single line diagram.
2. Cable connections shall be tightened using a calibrated torque wrench.

B. Electrical Test:

1. Megger conductors phase-to-phase and phase-to-ground for continuity and insulation tests before connection to utilization devices for the following:

   a. 100 percent of feeders.

b. 10 percent of branch circuits.
c. 100 percent of 3-phase motor branch circuits.

2. Verify phase rotation for all 3-phase motor circuits.

C. Perform tests prior to connecting equipment and in presence of authorized representatives.

D. Exercise suitable and adequate safety measures prior to, during, and after the high potential tests, including placing warning signals and preventing people and equipment from being exposed to the test voltages.

E. Submit certified written report of test results to the Commissioner.

F. Correct installation of or replace cable testing below manufacturer's standards.

G. Subsequent to wire hook-ups, energize circuit and demonstrate functioning in accordance with requirements.

PART 4 - APPROVED MANUFACTURERS

4.1 WIRE AND CABLE UNDER 600 VOLTS

A. For Wire and Cable:

1. Pirelli Cable Corp.
2. Basic Wire & Cable Corp.
3. Triangle
4. Okonite

B. For Wire and Cable Termination and Connections:

1. Thomas and Betts Corp.
2. Burndy Corp.
3. Elastimold
4. G&W Electric Co.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all grounding in accordance with Drawings and Specifications and as required for a complete system.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in manufacture of the type of equipment required for the application, whose products have been in satisfactory use in similar service for not less than three (3) years. Refer to Approved Manufacturers in this Section.

B. Provide equipment whose performance under specified conditions is certified by the manufacturer and comply with applicable publications of NFPA and UL.

C. Grounding shall comply with National Electrical Code (NFPA 70) with NYC amendments and applicable portions of other NFPA codes for construction and installation.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings. Shop drawings shall include manufacturer's catalog cuts of splice kits, ground rods and ground wire.

1.6 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 GROUNDING

A. Grounding conductors shall be UL and NEC approved types, copper, with insulation color identified green, except where otherwise shown on the Drawings, or specified.

B. Grounding conductors shall be irreversible compression or exothermic welded type.

C. Grounding conductors (system neutral) shall be copper with white or gray insulation.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine locations where grounding is to be installed and notify the Commissioner in writing of conditions detrimental to proper and timely completion of work.

B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. The complete electrical installation shall be permanently and effectively grounded ahead (street side) of the cold water meter in accordance with all code requirements, whether or not such connections are specifically shown or specified. Measured resistance to ground shall be 5 ohms, maximum.

B. Parts of the electrical installation to be grounded shall include, but not be limited to, the following: underground distribution, electric service system neutral, raceway system for normal and emergency light and power distribution systems, cabinets, housings, motor frames, housings of ALL communications, alarm, and control panels and associated devices and conduits, lighting fixtures, busway enclosures, individual starters and other non-current carrying metal parts of electrical equipment. The interconnecting of the service ground, system neutral, and equipment ground conductors shall be made within the service equipment assembly.

C. All copper bars for grounding shall be medium hard drawn. After installation, the copper bar shall be painted with one coat of an approved lacquer.

D. Ground conductors shall be of sizes and material in accordance with the requirements of the National Electrical Code. Cable for grounding connections shall be bare in accordance with the latest revisions of ASTM Designations B3 and B8. All open bare grounding cable shall be secured in place with cast one hole malleable clamps and clamp backs, and 1/4 inch bolts.

E. Ground wires shall be continuous without splices. There shall be no soldered joints in any ground connection. Connectors, clamps, etc. shall be solderless type.

F. Unless otherwise shown or required, conduit shall provide grounding for motors and electrical equipment.

G. Ground interrupted metallic raceways with ground conductors connected to metallic raceway at each end.

H. Where ground connections will be permanently concealed, make the connections by the exothermic process to form solid metal joints. Make accessible ground connections with mechanical pressure type ground connections.

3.3 FIELD QUALITY CONTROL

A. Upon completion of grounding system, test system for continuity and resistance to demonstrate compliance with requirements and submit certification to the Commissioner that material and installation has been properly installed.

B. Inspect all connections prior to concealing same.

END OF SECTION 260526

SECTION 260533 - RACEWAYS AND INSTALLATION COMPONENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The requirements of this section apply to raceway work required for the protection of electrical conductors. Raceways are required for all wiring unless otherwise specified.

B. The work includes the furnishing and installation of completely coordinated, effectively grounded raceway systems complete with boxes, fittings, flexible connections to vibrating equipment and other accessories, as required. Conduit or tubing sizes referred to in the Specifications and on the Drawings are nominal trade sizes.

1.4 QUALITY ASSURANCE

A. Manufacturers - Firm regularly engaged in manufacture of raceways and accessories of the types required and whose products have been in satisfactory use in similar service for not less than three (3) years. Refer to PART 4 of this section for "Approved Manufacturers".

B. Raceways and installation components shall be listed and labeled by Underwriters Laboratories and comply with applicable sections of National Electrical Manufacturers Association standards.

C. All outdoor installations shall be weatherproof.

1.5 SUBMITTALS

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work.

B. Submit a list of proposed manufacturers for all raceways and components.

1.6 GUARANTEE

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 RACEWAYS AND FITTINGS

A. Raceways:

1. All conduit shall be ¾-inch minimum.
2. Rigid steel conduit: Shall be full weight steel pipe, hot dipped galvanized inside and outside, threaded.
3. Electric metallic tubing (EMT) shall be steel thin wall pipe, galvanized, threadless.
4. Flexible steel conduit (Greenfield): Shall be continuous single strip, galvanized.
5. Liquid-tight, flexible steel conduit: Shall be zinc coated and consist of flexible galvanized steel tubing over which is extruded a liquid-tight jacket of polyvinyl chloride (PVC).

B. Conduit Fittings

1. Thread compounds shall be UL approved conductive type to insure low resistance ground continuity through conduit.
2. Metallic conduit fittings shall be corrosion resistant.
3. Bushings shall e of the metallic insulated type.
4. For weatherproof and dustight installations provide liquid-tight fittings with sealing rings and insulated throat.
5. Rigid steel conduit fittings:

   a. Fittings shall be standard threaded couplings, locknuts, bushings, and elbows.
   b. Sealing fittings shall be of the threaded cast iron type. Sealing fittings used to prevent passage of water vapor shall be of the continuous drain type. In concealed work, each fitting shall be installed in a flush steel box with blank coverplate having the same finish as that of other electrical plates in the room.

6. Electrical metallic tubing fittings:

   a. Couplings and connectors shall be steel body-malleable iron nut, "concrete tight". They shall be compression type, afford raintight integrity, and provide positive ground. Connectors shall have insulated throats.

7. Flexible steel conduit (Greenfield) fittings:

a. Shall be pressure clamp type with insulated throat and UL approved for ground continuity.

8. Liquid-tight flexible metal conduit fittings:

a. Shall be of a type incorporating a threaded grounding cone, a steel or plastic compression ring, and a gland for tightening. Connectors shall have insulated throats. Shall be UL approved for ground continuity.

9. Expansion and deflection couplings:

a. Shall accommodate 0.75 inch deflection, expansion, or contraction in any direction and allow 30 degree angular deflections. Couplings shall comply with UL 467 and 514 and shall qualify seismically.
b. Shall include internal flexible metal braid sized to guarantee conduit ground continuity and fault currents in accordance with UL 467, and the NEC tables for ground conductors.

2.2 INSTALLATION COMPONENTS

A. Sleeves:

1. Provide and assume responsibility for locating and maintaining in proper position all sleeves required for the work. See Section 230000 - Special Requirements for Mechanical and Electrical Work for sleeves specification.
2. For raceways through sleeves, provide seals of oakum packing and lead or O.Z. Type WSC compound on both sides.
3. For cables in raceways through sleeves, provide seals similar to O.Z. Type WSC compound or Type C series terminators.
4. Through floors, exterior masonry walls, roof, and underground, sleeves shall be schedule 40 galvanized steel pipe. For other areas, sleeves shall be 18 gauge galvanized sheet steel.

B. Fire sealants:

1. Openings through floors and walls in which cables, conduits, or pipe pass shall be sealed by U.L. classified smoke and fire stop fittings, and have an hourly rating equal to the fire rating of the floor or wall. Fittings shall be similar to O-Z Gedney Type "CFS" or CAFS".
2. Penetrations through fire-rated floors in which wiring for floor service outlets in routed shall be sealed by U.L. classified smoke and fire-stop fittings, and shall have an hourly rating equal to the floor rating. Fittings shall be similar to O-Z Gedney Type "PTFS".

2.3 SUPPORTS

A. Conduit Supports:

1. All parts and hardware shall be zinc-coated or have equivalent corrosion protection.
2. Individual conduit hangers, shall be designed for the purpose, have pre-assembled closure bolt and nut, and provisions for receiving hanger rod.

3. Multiple conduit (trapeze) hangers shall be not less than 1½ by 1½ inch, 12 gauge steel, cold formed, lipped channels. Hanger rods shall be not less than 3/8-inch diameter steel.
4. Solid masonry and concrete anchors shall be a type approved for the purpose.

B. Fasteners

1. Furnish all fasteners and hardware compatible with the materials and methods required for attachment of supporting devices.

   a. Slotted-Type Concrete Inserts: Galvanized pressured steel plate complying with ASTM A 283; box-typed welded construction with slot designed to receive steel nut and with knockout cover; hot-dipped galvanized in compliance with ASTM A 386.
   b. Masonry Anchorage Devices: Expansion shields complying with Federal Specification FF-S-325, as follows:

      1) Furnish lead expansion shields for machine screws and bolts ¼" and smaller; head-out embedded nut type, single unit class, Group I, Type 1, Class 1.
      2) Furnish lead expansion shields for machine screws and bolts larger than ¼" in size; head-out embedded nut type, multiple unit class, Group I, Type 1, Class 2.
      3) Furnish bolt anchor expansion shields for lag bolts, zinc alloy, long-shield anchors class, Group II, Type 1, Class 1.
      4) Furnish bolt anchor expansion shields for bolts, closed-end bottom bearing class, Group II, Type 2, Class 1.

   c. Toggle Bolts:

      1) Tumble-wing type, complying with Federal Specification FF-B-588, type, class and style as required.

   d. Nuts, Bolts, Screws, Washers:

      1) General: Furnish zinc-coated fasteners, with galvanized complying with ASTM A 153 for exterior use or where built into exterior walls. Furnish fasteners for the type, grade and class required for the particular installation.
      2) Standard Nuts and Bolts: Regular hexagon head type, complying with ASTM A 307, Grade A.
      3) Lag Bolts: Square head type, complying with Federal Specification FF-B-561.
      4) Machine Screws: Cadmium plated steel, complying with Federal Specification FF-S-92.
      5) Wood Screws: Flat head carbon steel, complying with Federal Specification FF-W-92.
      6) Plain Washers: Round, general assembly grade carbon steel, complying with Federal Specification FF-W-92.
      7) Lock Washers: Helical spring type carbon steel, complying with Federal Specification FF-W-84.

C. "C" Beam Clamps:

1. For 1" Conduit Maximum: Caddy Fastner Div./Erico Products Inc. BC-8P and BC-8PSM Series, HIT Spring Steel Fasteners, Inc. CH Series.

2. For 3" Conduit Maximum: Kindorf Elec. Prod. Div./Midland Ross Corp. 500 Series hanger; Gedney Electric Co. IS-500 Series bean clamp with H50WB Series hangers; Appleton Electric Co. BH-500 Series beam clamp with H50W/B Series hanger.
3. For 4" Conduit Maximum: Kindorf Elec. Prod. Div./Midland Ross Corp. E-231 beam clamp and E-234 anchor clip and C-149 Series lay-in hanger; Unistrut Corp. P2676 beam clamp and P-1659 Series anchor clip with J1-205 Series lay-in hanger.
4. For Threaded Rods (100 lbs. load max.): Caddy Fastner Div./ Erico Products Inc. Cat. No. BC-4A; HIT Spring Steel Fasteners Inc. master clamp MC.
5. For Threaded Rods (200 lbs. load max.): Kindorf Elec. Prod. Div./Midland Ross Corp. 500 Series; Gedney Electric Co. IS-500 Series; Appleton Electric Co. BH-500 Series.
6. For Threaded Rods (300 lbs. load max.): Kindorf Elec. Prod. Div./Midland Ross Corp. E-231 beam clamp and E-234 anchor clip; Unistrut Corp. P2676 beam clamp and P-1659A Series anchor clip.

D. Pipe Straps:

1. Two hole steel conduit straps with Galv-Krom finish, Kindorf Elec. Prod. Div./Midland Ross Corp. C-144 or C-280 Series.

E. Pipe Clamps:

1. One hole malleable iron type clamps, Kindorf Elec. Prod. Div./ Midland Ross Corp. HS-400 Series; Gedney Electric Co., 14-50 Series.

F. Deck Clamps:

1. Caddy Fasteners Div./Erico Products Inc. DH-4-T1 Series. HIT Spring Steel Fasteners, Inc. RD Series.

G. Fixture Stud and Strap:

1. Steel Electrical Products Div. FE-431; Gedney Electric Co. SL-134.

H. Channel Support System and Accessories:

1. Furnish 12 gauge galvanized steel channel and accessories as manufactured by:

   a. Kindorf Elec. Prod. Div./Midland Ross Corp.; B-9000 (1½" x 1½"), B-901 (1½" x 1 7/8"), B-902 (1½" x 3").
   b. Unistrut Corp.; P-3000 (1 3/8" x 1 5/8"), P-5500 (1 5/8" x 2-7/16"), P-5500 (1 5/8" x 3¼").
   c. B-Line Division - The Brinkley Co.; B-22 (1 5/8" x 1 5/8"), B-12 (1 5/8" x 2-7/16"), B-11 (1 5/8" x 3 ¼").
   d. Versabar Corp.; VA-1 (1 5/8" x 1 5/8"), VA-3 (1 /58" x 2½").

I. Support Fittings for Industrial Fluorescent Fixtures on Exposed Conduit System:

1. Ball Hanger: Crouse-Hinds Co. ALC, Appleton Electric Co. AL Series.
2. Flexible Fixture Hanger: Crouse-Hinds Co. UNJ115, Appleton Electric Co. UNJ-50 or UNJ-75.

3. Flexible (Hook Type) Fixture Hanger: Crouse-Hinds Co. UNH-1, Appleton Electric Co. FHHF.
4. Eyelet: Steel City Electrical Products Div. H-263, Unistrut Corp. M2250.
5. Eyelet with Stud: Steel City Electrical Products Div. H262, Unistrut M2250.
6. Conduit Hook: Crouse-Hinds Co. UNH-13, Appleton Electric Co. FHSN.

2.4 BOXES

A. Outlet boxes:

1. Outlet boxes for concealed work shall be galvanized steel, 4 in. square or octagonal, or as required by construction, devices or wiring, and shall conform to UL's "Standard for Outlet Boxes and Fittings." Outlet boxes shall be provided with a galvanized steel cover or extension ring depth as required. As a minimum, boxes shall be of the following depths and as described for specific applications hereinafter:

   Above ceiling, 1½ in. deep.

   In ceiling or slab, 3 in. deep.

   In wall for fixture, 2¾ in. deep.

   In wall for receptacles and switches, 1½ in. deep.

   With raised covers and fixtures studs where required.

   Through-the-wall type are not permitted.

   Receiving 1¼" conduit, 2½" deep min.

2. Ceiling fixture outlet boxes, except as noted, shall be 4" octagonal and 1 5/8" deep and with 3/8" fixture stud. Where cast in slab, boxes shall be open back concrete type.
3. Wall bracket outlets shall be 4" square and 1 5/8" deep with cover having 2 7/8" round openings and except for lampholders shall be furnished with fixture stud.
4. All outlet boxes for concealed convenience receptacles or local switches shall be 4" square and 1 5/8" deep with regular deep switch extension cover, except where installed on columns they shall be of sufficient depth so that conduits may be installed into these boxes in back of fireproofing. Outlet boxes for gang receptacles and switches shall suit space conditions.
5. Outlet boxes for exposed work shall be galvanized cast iron or aluminum with threaded hubs. Except as otherwise required by construction, devices or wiring, the outlet boxes shall be 4 in. round x 2 in. deep for mounting on ceilings and 4 in. square x 2 in. deep for mounting on walls.
6. Boxes shall be of the cast type for switches and receptacles when installed on the exterior of the project. Such boxes shall be aluminum or malleable iron of the threaded hub type, with covers without projecting edges or corners and with openings suitable for the devices to be contained therein. Outlet boxes and covers shall be galvanized or anodized and shall be gasketed.
7. Outlet boxes located damp locations shall be weatherproof.
8. Outlet boxes without fixture or device, shall have blank cover.
9. Offset back-to-back outlets, shall have minimum 6 in. separation between them.

10. Extension rings shall be provided as required to suit various conditions.
11. Grounding screw and cable wiring connector shall be provided as required by wiring method.
12. Boxes for use with surface mounted raceways shall be of the same construction and manufacture as the raceway.
13. Except where special outlets are required, wall outlets for signaling systems shall be 4" square with single gang raised cover and bushed plate.
14. Junction outlets shall be the same as bracket outlets but without stud, furnished with covers to suit each condition and as directed. Where number of conductors exceed capacity of standard box, provide special size box.

B. Junction and Pull Boxes:

1. Junction and pull boxes shall be made of galvanized sheet steel and with screw-on covers, except as noted, and will include insulated supports for cables.
2. Provide junction and/or pull boxes as noted or as required. All junction and pull boxes shall be accessible.
3. Junction and pull boxes located outdoors and in damp locations shall be galvanized cast iron with threaded hubs and gaskets.

   a. Provide barriers in junction boxes or pull boxes between:
   b. Emergency and normal wiring.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine locations where raceways and installation components are to be installed, determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Raceways:

1. Install raceways in accordance with applicable requirements of NEC, NYCEC and National Electrical Contractors Association's "Standard of Installation", and in accordance with recognized industry practices.
2. The routing and location of conduit runs are generally not dimensional on the drawings but shall be determined in the field to suit the locations of equipment, to conform to structural features and to avoid interferences. Where exposed conduits are dimensional on drawings, they shall be installed to a tolerance of ¾ inch. Coordinate with equipment configuration and exact location prior to connection.
3. Support by means of ceiling trapeze, strap hangers, or wall brackets, structural steel angles or channels. Secure raceways to supports with pipe straps or U-bolts. Spacing of support shall

be as per NEC. Provide U-bolts at each floor level for riser raceways and connect to acceptable supports.

4. Mount supports to structure with toggle bolts on hollow masonry, expansion shields or inserts on concrete and brick, machine screws on metal, wood screws on wood.
5. Allow a 6 in. minimum separation between raceways and steam and hot water pipes. Provide approved thermal insulation for electric lines where this separation cannot be maintained.
6. Keep raceways clear of motor foundations and from underside of boilers. Also, install raceway so that they will not obstruct headroom, doorways, or walkways.
7. For outlets located in hung ceilings, run raceways in hung ceilings and connect to main ceiling support channels.
8. Run raceways concealed, except as noted. Exposed raceways shall be run parallel with or at right angles to walls. In walls, run raceways vertically only.
9. Mechanically join all metal raceways, enclosures and junction boxes to form a continuous electrical conductor. Connect all electrical boxes, fittings and cabinets so as to provide effective electrical continuity and firm mechanical assembly. Maintain grounding continuity of interrupted metallic raceways with ground conductor, sized in accordance with the NEC.
10. Provide long radius bends for empty raceway system where required to satisfy the system cabling requirements.
11. Install complete conduit runs before pulling in wire or cable. Install raceways so that required conductors may be drawn in without injury or excessive strain to raceway or cable. Where raceway size is not indicated, follow applicable code.
12. Do not cross pipe shafts or ventilation duct openings. Route raceway to avoid present or future openings in floor, wall or ceiling construction, when so indicated on the drawings.
13. Keep end of raceways plugged or capped during construction.
14. For empty raceways over 10 ft. long, provide fish or pull wire. Pull wire shall consist of nylon or polypropylene cord.
15. Damaged or deformed raceway shall be removed and replaced.
16. Branch circuit conduits shall not be supported by lighting fixtures, piping, or air conditioning ducts.
17. Work with extreme care near existing ducts, conduits, cables and other utilities to avoid damaging them.
18. For conduit installation in or under concrete.

    a. Where located in slabs, the maximum outside diameter of the conduit shall be 1/3 the slab thickness. When locating in the slab, place conduits in a manner so as not to interfere with the placement of reinforcing bars or cause damage to structural members or structural support.
    b. Where located in concrete fill, the conduit shall have a minimum of 1 in. cover.
    c. In terrazzo floor finish, rigid steel conduit is not permitted.
    d. Where located under the building, conduit shall be concrete encased or PVC coated rigid steel.

19. Raceway Application Schedule

    a. Rigid Steel Conduit: Provide under building slab and in all locations unless otherwise specified or indicated on the drawings.
    b. Electrical Metal Tubing:

        1) May be used for concealed branch circuit conduits above suspended ceilings.

2) May be used for concealed branch circuit conduits in hollow areas in dry locations, including:

a. Hollow concrete masonry units, except where cores are to be filled.
b. Drywall construction with sheet metal studs, except where studs are less than 3½ inches deep.

c. Flexible Metal Conduit:

1) Use for final conduit connection to recessed lighting fixtures in suspended ceilings. Use 4 to 6 feet of flexible metal conduit (minimum size ½ inch) between junction box and fixture. Locate junction box at least 1 foot from fixture and accessible if the fixture is removed.
2) Use 1 to 3 feet of flexible metal conduit for final conduit connection to:

a. Dry type transformers.
b. Motors with open, drip-proof or splash-proof housings.
c. Equipment subject to vibration (dry locations).
d. Equipment requiring flexible connection for adjustment or alignment (dry locations).

d. Liquidtight Flexible Metal Conduit:

1) Use 1 to 3 feet of liquidtight flexible metal conduit for final conduit connection to:

a. Motors with weather-protected or totally enclosed housings.
b. Equipment subject to vibration (damp and wet locations).
c. Equipment requiring flexible connection for adjustment or alignment (damp and wet locations).

20. Provide expansion-deflection fittings with bonding jumper at expansion joints and on length of runs in accordance with manufacturer's recommendations.
21. For Wet, Damp, or Moist Locations:

a. Provide sealing fittings, to prevent passage of water vapors, where conduits pass from warm to cold locations, such as refrigerated spaces, air conditioned spaces, or similar areas.

B. Sleeves:

1. Sleeves shall be provided in accordance with the following guidelines:

a. Set required sleeves and inserts in place during progress of construction to avoid cutting of completed work.
b. Provide sleeves for raceway passing through floors and foundations. Determine exact location of sleeves in field to avoid interference with structural members or equipment of other trades.

C. Fire-Stops:

1. Where wiring, conduits, cable trays, wireways, and other electrical raceways pass through fire partitions, fire walls, or floors, install an approved fire-stop that provides an effective barrier against the spread of fire, smoke and gases. Firestop material (Heat activated putty and a high temperature fiber material) shall be packed tight and shall completely fill clearances between raceways and openings. It shall be applied concurrently with the installation of the wiring. The fire stop fittings shall have a U.L. classified hourly rating equal to the fire rating of the floor or wall.
2. Floor, exterior wall, and roof seals shall also be made watertight. Mineral wood, oakum, grout or duct seal stuffed into or around penetrations shall not be used.

D. Outlet Boxes:

1. Set boxes square and true with the building finish. Boxes shall be secured to the building structure by adjustable strap irons.
2. Verify outlet locations in finished spaces with Architectural Drawings of interior details and finishes. In locating outlets, allow for overhead pipes, ducts, and variations in arrangement, thickness in finish, window trim and other architectural construction details. Correct any inaccuracy resulting from failure to do so without any additional expense to the Owner.
3. Refer to the Commissioner any condition that would place an outlet box in an unsuitable location, such as a molding, break glass in wall finish, or behind a radiator.
4. Mount outlet boxes for similar equipment at uniform heights. Where mounting height or location of outlets is not shown or specified, mount outlet as best suited for equipment connected thereto, or as directed.
5. Close all unused openings in outlet boxes with knockout closers manufactured for this purpose. Provide blank plates on outlet boxes in which no device is installed or device installed does not provide a suitable cover.
6. Provide barriers between switches connected to different phases for voltages exceeding 150 volts to ground.
7. Outlet boxes for fixtures recessed in hung ceilings, shall be accessible through the opening created by the removal of the fixture.
8. Securely fasten exposed outlet boxes by attaching to permanent inserts or lead anchors with machine screws. Adequately support all boxes during construction to prevent movement.

E. Panelboard, Junction and Pull Boxes:

1. Panelboard, junction and pull boxes shall be located clear of other trades equipment, accessible, supported from the building structure, and independent of the conduits.
2. Conceal junction and pull boxes in finished spaces.
3. Coordinate size of motor terminal boxes with motor branch circuit conduit and wiring.

PART 4 - APPROVED MANUFACTURERS

4.1 RACEWAYS

A. Metallic:
1. Allied Tube & Conduit Corp.
2. Triangle PWC, Inc.
3. Western Tube & Conduit Corp.
4. Wheatland Tube Co.

B. Wireways:
   1. Panduit Corp.
   2. Square "D" Company
   3. Hoffman Engineering Co.

4.2 RACEWAY FITTINGS
A. Appleton Electric Co.
B. Crouse-Hinds Co.
C. O.Z. Electrical Mfg. Co., Inc.
D. Thomas and Betts Co.

4.3 BOXES
A. Crouse-Hinds Co.
B. O.Z./Gedney
C. Raco Inc.
D. Russell & Stoll Co.
E. Steel City Electric Co.
F. Thomas & Betts Co.

END OF SECTION 260533

SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the work, where applicable to Mechanical and Electrical Work.

B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

C. Section 260000 - General Provisions for Electrical Work shall apply.

D. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. Work includes providing all materials, equipment, accessories, and services to complete and make ready for the City of New York, the identification of all electrical equipment as required by this section and other sections of the specifications and includes, but is not limited to normal and emergency power distribution systems, power, control and communication conductors, operational instruction and warnings; danger signs, and equipment system identification signs.

B. Provide nameplates for all electric equipment including but not limited to switchboards, distribution boards, panelboards, automatic transfer switches, transformers, disconnect switches, feeders, fused cutouts, etc.

1.4 QUALITY ASSURANCE

A. Manufactures: Firms regularly engaged in manufacture of electrical identification products of types required whose products have been in satisfactory use in similar service for not less than 3 years.

B. Standards Compliance: Comply with requirements of applicable local codes, NEC, UL, and NEMA standards pertaining to electrical identification.

1.5 SUBMITTALS

A. Submittals Package: Submit the list of manufacturers, the shop drawings and product data submittals specified below at the same time as a package.

B. Shop Drawings:

1. Bill of materials.

C. Product data:

1. Manufacture's data on electrical identification material and products.

D. Samples, complete with nomenclature for the following:

1. Engraved lamacoid plates of each size of lettering.
2. Wraparound labels.
3. Metal tags.

E. List of all nameplates, sample panelboard directory format, and feeder labeling.

PART 2 - PRODUCTS

2.1 ENGRAVED LAMACOID NAMEPLATES

A. Engraved lamacoid nameplate color shall be:

- For normal system – white lettering with black background.

B. Engraved lamacoid nameplate size shall be:

- For switchboards, distribution board, minimum 5" long and 3" high with ¾" lettering.

- For panelboards, disconnect switches, circuit breakers, starters, motors, etc., minimum 3" long and 1½" high with ½" lettering.

C. Engraved lamacoid nameplates shall be adhesive and with screws. Fasten to the outside face of the front. Provide multiple nameplates for large equipment such as generators.

D. Each circuit breaker/disconnect switch mounted in switchboard and distribution board shall be identified with engraved lamacoid nameplate with ½" high letters.

E. For panelboard and distribution boards with doors: Typewritten directories mounted behind transparent plastic cover, in metal frames fastened on inside face of doors; directories to indicate circuit number, designation of room and number and item being served in directories.

F. Provide mimic bus for all switchboards and distribution boards.

G. All nameplates shall include system voltage ratings.

2.2 LABELING

A. Identify the junction boxes, pull box, splice box, cabinet, receptacle, light switches, outlet box, etc., by means of portable labeling making device.

B. Tape shall be extra strength adhesive laminated type suitable for indoor/outdoor and sticks on any surface.

C. For junction box, pull box, splice box, cabinet, etc., fasten label to the outside face on the front and designate wire size, panel name, and circuit number.

D. For receptacles fasten label to the inside face plate and designate panel name and circuit number.

E. For outlet box, fasten label to the inside right wall toward the front and designate panel name and circuit number.

F. For light switches fasten label to the inside face plate and designate panel name and circuit number.

2.3 TAGGING

A. Tag the feeder and branch circuit in junction box, pull box, support box, splice box, panelboard/switchboard/distribution board gutter space, etc., by means of Nylon 616 weather resistant cable ties as manufactured by Thomas & Betts or approved equal.

B. Provide identification plate to write-on surface that secures to cable tie as manufactured by Thomas & Betts. On the plate indicate where the circuit originates from (panel name, floor and circuit number, wire type, and wire size).

C. Plate shall be 0.015" thick, 2½" long and ¾" high. Write with fine point blue permanent marker.

2.4 ENGRAVED LETTERING

A. Engrave device plates for local toggle switches, toggle switch-type motor starters, pilot lights, and the like, whose function is not readily apparent with 1/8 inch high letter suitably describing the equipment controlled or indicated.

2.5 STAMPED LETTERING

A. Stamp phase identification letters into the metal of the bus bars of each phase of the main buses of each power center switchboard and panelboard; make letters visible without having to disassemble any current carrying or supporting elements.

2.6 ENAMELED SHEET METAL SIGNAGE

A. Equip all electric switchboard rooms, electric closets, metal screened spaces assigned to electric equipment and the like, with enameled sheet metal "red or white" signs reading "Electric Equipment Room - No Storage Permitted"; mount signs at clearly visible location within the rooms.

2.7 IDENTIFIABLE MARKING

A. Identify each outlet box, junction box and cabinet used in conjunction with empty raceway for wires of a future system by means of identifiable marking on the inside denoting the system.

2.8 MARK

A. Cabinets housing emergency lighting and receptacle panelboards with the work "EMERGENCY" stenciled in 2 inch high red letters on the outside of the cabinet, in addition to other lettering and nameplates required above.

2.9 NOMENCLATURE

A. The nomenclature used to identify switch boards and panelboards to match the nomenclature used on the drawings.

B. The nomenclature used to identify switches or circuit breakers to:

1. Designate where they disconnect mains or services together with suitable differentiating nomenclature where more than one service or main is involved.
2. Designate the feeder number and the name of the load supplied where they control feeders.
3. Designate the name of the space and the load supplied where they control lighting and appliance branch circuitry.

C. The nomenclature used to identify feeders wires and cables to designate the feeder number.

2.10 LIGHT FIXTURE MARKING

A. Mark all the light fixtures that are fed from:

Emergency battery pack, two dots.

B. Dot shall be ½" diameter, red color, and painted on.

C. Dot shall be located outside the light fixture, but clearly visible when standing underneath the light fixture.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine conditions under which electrical identification products are to be installed. Notify the Commissioner in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install electrical identification products as indicated, in accordance with manufacturer's written instructions, requirements of applicable Standards, and NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that installation complies with requirements and serves intended function.

B. Coordinate as necessary to interface installation of electrical identification products with other work.

C. Comply with governing regulations and requests of governing authority and Utility Company for identification of electrical work.

D. Wherever reasonably required to ensure safe and efficient operation and maintenance of electrical systems and electrically connected mechanical systems and general systems and equipment, including prevention of misuse of electrical facilities by authorized personnel, install signs or similar equivalent identifications, instructions, or warning on switches, outlets and other controls, devices and covers of electrical enclosers. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for intended purposes.

E. Install signs at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate.

F. Securely fasten signage and nameplates.

G. Identify each wire or cable in a feeder at its terminal points of connection and in each handhold, pull box, junction box and panel gutter through which it passes.

H. Label all conductors in wireways, pullboxes, support boxes and junction boxes with panelboard designations and circuit number.

I. Document in a readily available manner the means of identification of branch circuits (i.e. color coding, marking tape, etc.) and permanently post at each branch circuit panelboard.

J. Nameplate labeling and tagging designation shall be as per schedules and floor plan.

K. Lettering shall be horizontally and vertically centered and block type (sans serif) font. Maximum of (3) three lines per identification.

L. Provide labels, diagrams (one-line), room layouts, switching instructions and lock-out tag-out procedures in the building electric service room. The labels, diagrams, layouts, switching instructions, and lock-out tag-out procedures shall be approved by college.

M. Identify Individually:

1. Main and branch fused switches in distribution panelboards.
2. Circuit breaker panelboards.
3. Safety switches.
4. Single pole switches used for motor disconnect switch.
5. Cabinets, junction boxes, support boxes, and pull boxes of all systems installed, i.e., electrical, etc.
6. Receptacles.

7. Light switches.

3.3 FIELD QUALITY CONTROL

A. Upon completion of electrical identification, demonstrate compliance with requirements and submit certification to the Commissioner that material and installation has been properly installed.

B. Contractor shall arrange and schedule all electrical identification work to be witnessed by a representative of the Commissioner as well as a Commissioner designated independent commissioning agent.

END OF SECTION 260553

SECTION 260910 - POWER, CONTROL AND ALARM WIRING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all power wiring from service equipment to distribution and utilization equipment, and control and alarm wiring for equipment and systems within the building, except as noted, in accordance with Drawings and Specifications.

1.4 QUALITY ASSURANCE

A. Power, control, and alarm wiring systems (NFPA 70) for construction and installation.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work, and submit shop drawings.

1.6 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 RACEWAYS

A. Raceways and installation components shall be as specified in Section Raceway and Installation Components.

2.2 CONDUCTORS

A. Conductors shall be as specified in Section Wire and Cable.

2.3 DISCONNECT SWITCHES AND MANUAL MOTOR STARTERS:

A. Disconnect switches and manual motor starters shall be as specified in another Section of the Specification.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine locations where power, control and alarm wiring is to be installed and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wiring, in accordance with manufacturer's written instructions, and with recognized industry practice to ensure that equipment complies with requirements and serves intended purpose.

B. Coordinate with other work as necessary to coordinate installation of wiring with other components of system.

C. Installation shall comply with the requirements of NEC and applicable portions of NECA's "Standard of Installations".

D. Install distribution system for light and power.

1. Furnish and install all necessary conduit and wire, fittings, apparatus, etc., from the service locations to each and every outlet as herein detailed, or shown on the Drawings. The entire system shall be left ready for operation.
2. The interior distribution system, in general, shall consist of 3-Phase, 4-Wire mains at c120/208 Volts.
3. Pull and Splice Boxes

a. Pull and splice boxes shall be constructed of code gauge galvanized steel, or aluminum, reinforced, where required, and with removable covers fastened with brass machine screws. Where size of box is not indicated, it shall be of sufficient size to pull, rack and splice the conductors to be contained therein. Box dimensions shall conform to requirements of NEC and N.Y.C.E.C.
b. Pull and/or splice boxes shall be accessible and located where indicated on the Drawings or required to facilitate pulling of conductors or in raceway runs that have more than four (4) 90-degree turns.
c. Boxes shall have a prime coat of zinc chromate paint and a finish coat of gray enamel. Surfaces to be field painted shall be finished in flat gray.

4. Distribution of Feeders and Branch Circuits

a. Branch circuits shall be concentrated at the panelboards indicated and the circuits must be so connected that the load on each side of the system will balance within ten percent with all lamps operating.
b. The sizes of all cables and wires and the minimum size of conduit in which they shall be pulled shall in all cases conform to N.Y.C. Electrical Code as a minimum requirement.
c. The general arrangement of feeders and mains is shown on the Light and Power Riser Diagrams and associated panel Schedules on the Drawings.
d. The Contractor shall balance all loads as evenly as possible on all phases at each panel, if necessary, he shall reconnect branch circuits as required to provide equal phase balance. As-built drawings and panel schedules shall reflect circuiting as actually connected to each panel.

5. Cable Support Boxes

a. Cable support boxes shall be installed at locations and of dimensions as required by the NEC. These boxes shall be built of steel, or aluminum, with removable cover secured by brass machine screws and shall be stiffened with heavy angle irons. Cable supports shall be OZ type "S". Boxes must in all ways be satisfactory to the Commissioner and subject to his approval. Provide ground lug in box, secured by welding or brazing. Submit shop drawings for approval.

6. Painting

a. Panel boxes, support boxes and pull boxes not hot dip galvanized shall be given two shop coats of gray enamel both inside and out. Similarly, concealed iron work shall be given two coats of asphaltum paint. All finish painting of exposed work will be done under another Section of the Specifications.

7. Submit for approval, working drawings showing section and elevation of horizontal and vertical runs of the riser shaft at foot of shaft and at each critical location at which a support box occurs on a scale of 3 inches to the foot, and showing routing of all conduits, cable support boxes, pull boxes, hangers, panelboards and supports. These drawings shall be prepared from dimensions obtained at the building.

E. Motor Power Wiring

1. Run all power feeds and connections from power panels to all motor starters or control panel locations. Where shown on Drawings connect the motor starting devices for motors, supplying and installing all necessary connections between starters and control devices and motors, in conduit, and leave motors ready to start. The power supply leads to the motors from the starters or control panels shall be of the same size and number of the other leads required for the proper operation of each motor.
2. Examine motors for presence of moisture prior to installation. Install, properly align and check rotation of motors that are not part of a completely assembled unit. Lubricate all motors according to the manufacturer's instructions prior to being placed into service.
3. Check motor nameplates for full-load current rating and allowable temperature rise to determine overload heater elements. Install correct heater element in the corresponding starter.
4. Furnish motor safety disconnect switches for all motors, except where such switches are specified to be furnished under other Sections, or are included in the equipment control panel. Install all motor safety disconnect switches furnished under this Section or Section 230000 of the Specification. Provide (6) wires from starters to two speed, three-phase motors. Switches shall be as specified elsewhere in these Specifications. Install manually-operated devices, such as push-buttons and manual starters to permit convenient operation and be readily accessible.
5. Under no circumstances install rigid conduit terminated in or fastened to motor frame or base, and connecting conduits shall not be used to support starters or control enclosures. Install flexible conduit, Anaconda "Sealtite", at all motor connections to prevent transmission of noise or vibration. Length and radius of flexible conduit shall be sufficient to permit bending of feeder cables without damaging the conductor or its insulation. Allow sufficient slack for movement of the motor over the entire slide rail length.
6. The Contractor shall provide starters, specified under Section 230000. Where indicated on plan, starters shall be individually or group mounted, plumb and level, on free-standing angle iron frames, supplied under this Section. Frame shall be set as close to the motors as possible. Where indicated mounted on walls or columns, the Contractor shall install flat or angle iron supports for the starters.
7. Provide manual motor starters for all fractional horsepower motors as shown on the Drawings, or otherwise required.
8. The Contractor shall provide motor suppliers with the minimum size of motor terminal blocks required for the wiring of the motors.

F. For Control and Alarm Wiring

1. Make connections to the following as specified hereinafter, and indicated on the Drawings.

   a. Connection of 120V supply to EP and PE switches and motorized dampers furnished under other Sections of the Specifications.
   b. Shutdown wiring for HVAC systems as shown on Drawings.
   c. Remote control wiring for the various fans and refrigeration equipment, only where called for on the Drawings. The Contractor shall provide pushbuttons and pilots specified under another Section.
   d. Interlocking wiring between starters.
   e. Control wiring between thermostat and On-Off-Auto switches serving unit and cabinet heaters. Thermostats and switches shall be provided by the Contractor under another Section of the Specifications.

f. Heating and air conditioning temperature control and data gathering panels with alarms, pilots, etc., will be furnished and installed under Section 230000 of the Specifications. 120 Volt supply to control panels shall be furnished under this Section of the Specifications.

g. Connections for sprinkler system wiring shall be as shown on the Drawings. Sprinkler alarm devices will be furnished and installed under Section 230000 of the Specifications.

h. Alarm wiring for high and low level float switches and setting of devices in connection with same shall be done under this Section. Float switches will be installed under another Section of the Specifications.

2. All control conductors shall be copper, minimum #14 AWG type THHN, 600 volt insulated, installed in conduit. All conductors shall be tagged with brass or aluminum tags, permanently attached, giving the system designation and terminal number, or other such designation as approved.

3. Control wiring shall be based on schematic control diagrams shown on Drawings and/or on the description of control requirements in other Division of these Specifications describing the Mechanical Work, or on control diagrams submitted by Equipment Manufacturers.

4. Actual wiring between equipment and devices shall be done from point-to-point wiring diagrams showing the terminal connections on each piece of equipment. The Contractor shall provide individual equipment wiring diagrams for all the equipment and systems to be wired, and prepare neat point-to-point diagrams showing the actual wire and conduit and interconnections between the various equipment and control devices. After installation, correct these diagrams to show the "As-Installed" conditions for the Record.

3.3 FIELD QUALITY CONTROL

A. Upon completion of power, control and alarm wiring, and after associated systems have been energized, test power, control and alarm wiring to demonstrate compliance with requirements. Field correct or replace defective wiring, and retest.

END OF SECTION 260910

SECTION 262416 - PANELBOARDS (LIGHTING AND DISTRIBUTION)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all panelboards in accordance with the Specifications and Drawings.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in manufacture of panelboards and enclosures whose products have been in satisfactory use in similar service for not less than three (3) years. Refer to list of Approved Manufacturers in this Section.

B. Panelboards, enclosures and accessories shall be listed and labeled by Underwriters' Laboratories, and shall comply with standards of NEMA and NEC (NFPA 70) for construction and installation and be approved for use in New York City in accordance with NYCEC.

1.5 SUBMITTALS

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work and submit shop drawings. Shop drawings shall include panelboard dimensions, schedules with all pertinent

manufacturer's data; molded case circuit breakers and/or fuses with all appropriate ratings; and cabinets.

1.6 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 PANELBOARDS

A. Construction:

1. Electrical panels shall be dead-front type construction equipped with overcurrent protective devices as scheduled on the Drawings. They shall be complete with cabinet, trim, hinged door, lock directory and such additional features and components as herein specified or shown on the Drawings. Construction of panelboards shall be in all respects satisfactory to the Commissioner and subject to his approval.
2. Design panels for 3-Phase, 4-Wire, 120/208 Volt service as scheduled on the Drawings, unless otherwise noted.
3. Panel interior shall be factory-assembled complete with overcurrent protective devices as shown on the Drawings. Interiors shall be designed and assembled so that any individual overcurrent protective device can be replaced without disturbing adjacent units or removing main bus. No additional drilling or tapping of bus work shall be required to change or add branch circuit overcurrent devices. Spaces scheduled on the Drawings shall have all required busing provided for the installation of future circuit breakers.
4. Branch circuits shall be arranged using double row construction. A nameplate shall be provided listing panel designation, type, and ratings.
5. Unless otherwise noted, full size insulated neutral bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices. The Contractor shall balance the load on all three phases. Neutral bussing shall have a suitable lug for each outgoing feeder requiring a neutral connection. A ground bus shall be included in all panels. An isolated ground bus shall be provided where indicated on the drawing panel schedules.
6. In multi-section panels provide thru-feed lugs to permit the termination of the incoming feeder conductors as well as the extension of jumpers between panels. Wire size of jumpers shall match that of the incoming feeder size. In the case of multiple- conductor feeders, reduce the size of jumpers in compliance with the NYCEC tap rules.
7. Panelboards shall be multi-section panels where required to comply with NEC Article 384, whether or not indicated on the drawings.

B. Bus:

1. All main bus bars shall be copper sized in accordance with UL standards to limit the temperature rise on any current carrying part to a maximum of 50°C above an ambient of 40°C maximum.

C. Circuit Breakers:

1. Panel circuit breaker overcurrent protective devices shall be as scheduled on the Drawings and as specified. All breakers shall be bolted-on thermal magnetic type unless otherwise indicated, carrying the Underwriters' Laboratories label. Plug-in breakers are not acceptable. Each breaker shall have the following features:

   a. Magnetic blow-out or other approved arc-quenching devices.
   b. Two and three-pole breakers shall have non- conductive barriers between poles with separate tripping element in each leg, and with common trip operation.
   c. A single-operating handle shall open all poles. Two and three pole breakers with handle ties are not acceptable. All handles shall have clearly marked "ON" and "OFF" positions. It shall be impossible to maintain breakers in closed position under overload condition.

2. Where called for in Schedules on Drawings, provide combination circuit breakers and ground fault interrupters. Such units shall be single-pole, 120V molded case breakers with UL label or listing.
3. Where circuit breakers are used as switches for 120-volt fluorescent lighting circuits, circuit breakers shall be approved for switching duty and shall be marked SWD.
4. Panel circuit breakers shall be bolted-type rated for 22,000 RMS symmetrical amperes minimum interrupting rating. Provide higher interrupting ratings where scheduled on the Drawings. For these breakers, provide higher rated frame to meet the duty indicated.
5. Panelboards shall be provided with a main circuit breaker, wherever panel feeder exceeds 200 amperes or more than one panel is served by the same feeder. All multi-section panels shall be provided with a main circuit breaker for each section.
6. Tandem circuit breakers shall not be utilized.

D. Cabinets:

1. Cabinets shall be flush or surface-mounted, as shown or scheduled on the Drawings. Back box shall be of sufficient size to provide minimum gutter space in accordance with National Electrical Code New York City Electrical Code. Where feeder cables supplying the mains of a panel are carried through its box to supply other electrical equipment, the box shall be sized to include the additional required wiring space and provided with separate barrier for feeder cable passing through cabinet. At least four interior mounting studs with adjustable nuts shall be provided.
2. The rigidity and gauge of steel shall be as specified by Underwriters' Laboratories and approved for use in New York City.
3. Trim shall be fabricated of code gauge steel, hot- dip galvanized with hinged door, lock and catch and directory pocket covered with clear plastic shield over directory. Metal shall be chemically cleaned, prime-painted, and finish-coat painted with the manufacturer's standard paint for the application. Trim shall be of door-in-door construction. Inner door shall be provided with lock and outer door shall be fastened with screws. All locks shall be common-keyed. Provide two keys per lock. Locks shall be manufactured by Yale, Schlage, Sargent or approved equal.
4. A directory shall be provided inside each cabinet door. Furnish and install a typewritten circuit directory, not less than 5" x 8" with metal retainer and glass or substantial plastic cover. Ink, pencil, or handwritten directory will not be accepted. Note on each directory, the panel number or designation, the panel feeder size, and the following data for each circuit: Description of load, fuse or breaker size, conduit size and wire size.
5. Align, level and secure panelboards to the building structure. Provide framework of galvanized structural iron when required for installation or indicated on Drawings. Mounting height shall be in accordance with National Electrical Code or as shown on the Drawings.

2.2 CIRCUIT BREAKER DISTRIBUTION PANELS

A. These panels shall be provided with molded case circuit breakers tested and UL labeled per UL 489.

B. Breakers 100 ampere through 400 ampere frame sizes shall be thermal-magnetic trip with inverse time current characteristics, unless otherwise noted. As a minimum circuit breaker types shall be equivalent to Square "D" Type FA, KA, LA, MA, or approved equal.

C. For motor feeder protective devices above 100 ampere provide adjustable instantaneous trip.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where this equipment is to be installed, determine space conditions and notify the Comissioner in writing of conditions detrimental to proper and timely completion of the Work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install equipment where shown in accordance with Manufacturer's written instructions and with recognized industry practices to ensure that equipment complies with requirements and serves intended purposes.

B. Coordinate with other work as necessary to interface installation of panelboard with other equipment in the area.

C. Installation shall comply with the requirements of the NEC, NYCEC and applicable portion of NECA's "Standard of Installation".

D. Coordinate installation of panelboards and enclosures with cable and raceways installation work.

E. Anchor panels and enclosures firmly to walls and structural surfaces, ensuring panels and enclosures are permanently and mechanically secured. Provide all angle unit and accessories for proper mountings.

F. Complete typewritten circuit directory card upon completion of work.

G. For all recessed panelboards, provide two (2) one-inch conduits stubbed up and capped 6 inches above ceiling.

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of panelboards, and after connection to power source, test equipment to demonstrate compliance with requirements. When possible, field-correct malfunctioning

equipment then retest to demonstrate compliance. Replace equipment which cannot be satisfactorily corrected.

B. Close all breakers (and switches) to check for proper energization of all loads.

PART 4 - APPROVED MANUFACTURERS

4.1 PANELBOARDS & CIRCUIT BREAKER

A. Cutler Hammer
B. Siemens
C. Square D

4.2 ACCEPTABLE NEW YORK CITY MANUFACTURERS OF PANELBOARDS & CIRCUIT BREAKERS

A. All City Switchboard
B. Electric Switchboards
C. Electrotech Switchboard
D. Mac Power
E. Metropolitan Electric

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES AND INSTALLATION COMPONENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1. Generally, the location of devices and outlet boxes in finished rooms or spaces shall be where indicated. In the case of special rooms and areas, locations shall be obtained from the Commissioner and from his scaled drawings of interior details and finish. All local switches near doors shall be located at strike side of door as finally hung, whether so indicated on the plans or not, unless specifically indicated otherwise.
2. Except as otherwise indicated or where shown on the Commissioner's details, the following dimensions from finish floor to center of outlet shall be established.

a.	Receptacle outlets, unless otherwise noted	1'-6"
b.	Wall switch outlet	4'-0"
c.	Fire alarm station	4'-0"
d.	Fire alarm horns and strobe lights	6'-8"
e.	Telephone outlet	1'-6"
f.	Motor controllers	5'-0"
g.	Safety and disconnect switches	5'-0"
h.	Panelboards (lighting and power)	6'-6" above finished floor to top.

D. In centering outlets allow for overhead pipes, ducts, etc., and for variation in thickness of fireproofing and plastering. Allowances shall also be made for window trims, paneling, counters, casework, etc. Any inaccuracies resulting from failure to comply with the above must be corrected without additional expense to City of New York.

E. Receptacles listed in this Section of the Specification shall be of the type indicated, or approved equal to the Manufacturers listed. Where furnished under this Section of the Specification, provide matching plugs for each receptacle.

F. Where indicated, switch and receptacle shall be combined.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and made ready for operation by the City of New York, all wiring devices in accordance with Drawings and Specifications.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in manufacture of wiring devices and installation components, whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Provide wiring devices and installation components produced by a manufacturer listed as an Approved Manufacturer in this Section.

C. Provide equipment whose performance, under specified conditions, is certified by the manufacturer.

1.5 SUBMITTALS

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work and submit shop drawings. Shop drawings shall include manual motor starters, multioutlet systems, wireways, floor boxes, receptacles and local wall switches.

1.6 GUARANTEE

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 WIRING DEVICES (color as selected by the Commissioner)

A. Local Wall Switches:

1. Switches shall be heavy duty, toggle, quiet type, fully enclosed in composition cases.
2. Switches shall be rated 20 amp, 120/277 volt, AC.
3. Switches shall be as indicated below, or approved equal:

a.	Single Pole:	Leviton 1221, Cooper 2221, Hubbell CS1221
b.	3 Way:	Leviton 1223, Cooper 2223, Hubbell CS1223

4. Key switches of equivalent rating and grade to above switches shall be provided where indicated on Drawings.
5. Where it is not possible to set the switch box flush with the wall, furnish raised edge plates.
6. Where more than one switch is being installed, provide multiple gang switch plates for number of switches as indicated.
7. Gang switch plates for five or more switches (or receptacles) shall be engraved with titles as directed by the Commissioner.

B. Receptacles:

1. Receptacles shall be the grounding type, (except as otherwise noted) composition base, meeting NEMA standards, publication WD-1-1971.
2. Where it is not possible to set the outlet box flush into the wall, furnish raised edge plates. Convenience receptacle shall be mounted with ground pole up, except those mounted above counter levels.
3. Receptacles shall be as indicated below or approved equal:

a. Duplex Convenience Receptacles: 125 Volts, 2-Pole, 3-Wire, U ground slot type.

1) 20 Amp. circuits

a. Single Receptacles: 20 Amp, 125 Volts, 2-Pole, 3-Wire, twist-lock type, manufactured by Leviton, Cooper, Hubbell or approved equal.
b. Duplex Receptacles: 20 Amp, 125 Volts, 2-Pole, 3-Wire, grounded, twist-lock type, manufactured by Leviton, Cooper, Hubbell or approved equal.
c. Outdoor Receptacles: 20 Amps, 125 Volts, 2-Pole, 3-Wire, U ground slot type, duplex convenience receptacle, with weatherproof cover, manufactured by Leviton, Cooper, Hubbell or approved equal.
d. Ground Fault Interrupter Duplex Receptacles, 20 Amp., manufactured by Leviton, Cooper, Hubbell or approved equal.

C. Switch, Receptacle, and Signaling Outlet Plates:

1. Plates shall be beveled metal stainless steel Type 302.
2. Surface mounted wiring devices and blank outlet plates shall be cadmium plated. Interior outlet plates shall be pressed steel. Outlets exposed to weather or corrosive conditions shall be of the cast-metal type.
3. Plates for weatherproof receptacles shall consist of cast-aluminum gasketed plate with spring-loaded lift covers providing access to the outlet. Lift cover to correspond to number of outlets to be gasketed. Plates for weatherproof switches shall consist of a cast plate with flexible bubble for activating a push type switch. Plates shall be for corrosion-resistant devices, as manufactured by Leviton, Cooper, Hubbell or approved equal.
4. Coordinate all finishes and colors as selected by the Commissioner.

2.2 INSTALLATION COMPONENTS

A. Wiring Troughs:

1. Wiring troughs shall be 4" x 4" or 6" x 6", brake-formed of code gauge (No. 16 gauge minimum) steel, furnished in standard 10-foot sections with knockouts, as required. Wiring

troughs shall be of the screw-on cover type and shall have a high grade enamel finish baked on a chemically-cleaned and zinc-phosphatized surface providing maximum resistance to corrosion.

2. Wiring troughs shall be furnished with all the required components, such as square junction boxes, 90-degree elbows, T-shaped pull boxes, crossover pull boxes, box-connecting couplings, fittings and screw-on cover plates. Lengths of individual sections shall be provided in accordance with installation requirements.

B. Manual Motor Starters:

1. Manual motor starters shall be horsepower rated, and voltage rated for the motor load.
2. The operating mechanism shall be a snap switch with one pole per phase.
3. Overload protection shall be provided with one thermal overload relay with replaceable tripping element for each pole, manually reset from the operating handle. The heater for each tripping element shall be coordinated with the nameplate rating of the motor.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where wiring devices and installation components are to be installed, determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wiring devices and installation components where shown, in accordance with manufacturer's written instructions, and with recognized industry practices, to ensure that installation complies with requirements and serves intended purposes.

B. Coordinate the work as necessary to interface installation of wiring devices and installation components.

C. Installation shall comply with the requirements of NEC and NECA, "Standard of Installation".

D. Install devices only after wiring is completed.

E. Install receptacles and switches only in electrical outlet boxes which are clean, free from debris, excess building materials, etc.

F. At time of completion, replace items which have been damaged, including those burned and scorched by faulty plugs.

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of wiring devices and installation components, and after connection to power source, test wiring devices and installation components to demonstrate compliance with requirements. When possible, field correct malfunctioning units, then retest to demonstrate compliance. Replace units which cannot be satisfactorily corrected.

B. Test wiring devices and installation components to ensure electrical continuity of grounding connections.

PART 4 - APPROVED MANUFACTURERS

4.1 WIRING DEVICES

A. Harvey Hubbell Incorporated
B. General Electric Co.
C. Leviton
D. Pass & Seymour

4.2 MISCELLANEOUS INSTALLATION COMPONENTS

A. Refer to Respective Articles.

END OF SECTION 262726

SECTION 262813 - 600 VOLT FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, the fuses as shown in accordance with Drawings and Specifications.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in manufacture of fuses whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Provide fuses produced by a manufacturer listed as an Approved Manufacturer in this Section.

C. Provide equipment whose performance under specified conditions is certified by the manufacturer.

1.5 SUBMITTALS

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work and submit shop drawings.

1.6 GUARANTEE

A. Refer to Section 230000, Special Requirements for Mechanical and Electrical Work. Shop drawings shall include cuts and time current curves.

PART 2 - PRODUCTS

2.1 600 VOLT FUSES

A. All fuses shall be of the same manufacturer. Fuses shall not be installed until equipment is to be energized. All fuses shall have a 300,000 ampere RMS symmetrical interrupting rating unless specified otherwise. Fuse symbols in parentheses are those of Bussmann.

B. Circuits 0 to 600 amperes shall be protected by current limiting BUSSMANN LOW-PEAK dual-element fuses LPN-RK-(amp)SP (250 volts), LPS-RK-(amp)SP (600 volt), or LPJ-(amp)SP (600 volt). All dual element fuses shall have a separate overload and short-circuit elements. Fuses shall have a spring activated thermal overload element having a 284 degree Fahrenheit melting point alloy and shall be independent of the short-circuit clearing chamber. The fuse shall hold 500% of rated current for a minimum of 10 seconds (30A, 250V RK1 case size and shall be a minimum of 8 seconds at 500% of rated current) and be listed by Underwriters Laboratories Inc., with an interrupting rating of 300,000 amperes RMS symmetrical. The fuses shall be Time Delay UL Class RK1 or J to maintain the engineered protection of the system components. Fuses shall be "LOW-PEAK YELLOW" in color. NOTICE labels to alert the end user of the engineered level of protection of the electrical equipment, shall be field installed by the Contractor. They shall be marked with the proper fuse rating, per the specifications, and placed in a conspicuous location on the enclosure.

C. Spare Fuses:

1. A complete set of spare fuses shall be purchased at the same time the initial fuses are purchased. Spare fuses shall consist of a standard carton for 0 to 60 amperes rating. For above 60 amperes rating provide 10% of each type and rating, or a set of three, whichever is greater.

2. Spare fuses shall be placed in one or more spare fuse cabinets as required. The spare fuse cabinet shall be 30 in. H x 24 in. W x 12 in. D with key lock door, center shelf and fuse index holder. Include one set of fuse bulletins in the fuse cabinet.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine location where fuses are to be installed and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install fuses where shown or required, in accordance with manufacturer's written instructions, and with recognized industry practices, to ensure that installation complies with requirements and serves intended purposes.

B. Installation shall comply with the requirements of NEC and applicable portions of NECA's "Standard of Installation".

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of fuses, test and inspect system to ensure compliance with requirements.

B. Final tests and inspections shall be made prior to energization of the equipment. This shall include a thorough cleaning, tightening and review of all electrical connections and inspection of all grounding conductors.

PART 4 - APPROVED MANUFACTURERS

4.1 600 VOLT FUSES

A. Subject to compliance with requirements, provide products by one of the following or approved equal: Bussmann, a division of Cooper Industries, Mersen Electrical Power, Littlefuse Inc.

END OF SECTION 262813

SECTION 262816 - SAFETY AND DISCONNECT SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the Work, wherever applicable to Mechanical and Electrical Work.

B. Section 230000 - Special Requirements for Mechanical and Electrical Work shall apply.

C. Section 260000 - General Provisions for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. The work includes the providing of all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all heavy-duty safety and disconnect switches (fused and unfused) in accordance with Drawings and Specifications.

1.4 QUALITY ASSURANCE

A. "Manufacturers" - Firms regularly engaged in manufacture of the type of equipment required for the application, whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Safety and disconnect switches shall comply with applicable standards of NEMA and shall be listed and labeled by Underwriters' Laboratories, Inc. Switches shall be approved for service where required, and approved for use in New York City in accordance with NYCEC.

C. Comply with NEC (NFPA 70) for construction and installation of safety and disconnect switches.

D. Provide safety and disconnect switches produced by a manufacturer listed as an Approved Manufacturer in this Section.

E. Provide equipment whose performance under specified conditions is certified by the Manufacturer.

1.5 SUBMITTALS

A. Refer to Section 230000 Special Requirements for Mechanical and Electrical Work and submit shop drawings. Shop drawings shall include switch dimensions, ratings and NEMA enclosure types.

1.6 GUARANTEE

A. Refer to Section 230000 - Special Requirements for Mechanical and Electrical Work.

PART 2 - PRODUCTS

2.1 SWITCH INTERIOR

A. All switches shall have switch blades which are fully visible in the OFF position when the door is open. Switches shall have removable arc suppressors, where necessary to permit easy access to line-side lugs. Lugs shall be UL listed for aluminum and/or copper cables and front removable. All current carrying parts shall be plated. 30A thru 100A switches shall have provisions for field installed fuse pullers. Switches shall include solid neutral where required.

2.2 SWITCH MECHANISM

A. Switches shall have a quick-make and quick-break operating handle and mechanism which shall be an integral part of the box, not the cover. Switches shall have a defeatable dual cover interlock to prevent inadvertent opening of the switch door in the ON position or closing of the switch mechanism with the door open. Handle position shall indicate if switch is ON or OFF. Handle shall have provision for padlock.

2.3 ENCLOSURES

A. Enclosures shall be NEMA 1 enclosure heavy duty type except as otherwise noted or required with multiple knockouts on all sides and back, hinged door, and cover interlock which prevents door from opening when switch is in ON position. Enclosure shall have provisions for positive padlocking in ON and OFF positions.

B. For exterior installations, the enclosures shall be NEMA 3R (raintight).

C. All enclosures shall be the NEMA types which are most suitable for the environmental conditions of the area.

2.4 RATINGS

A. Switches shall be rated for voltage, poles, amperes, and horsepower, as required or shown on Drawings. All switches shall be rated for maximum available fault current as required and/or as noted.

2.5 FUSES

A. Fused safety and disconnect switches shall be provided with fuses of class, type, and rating as required or shown on Drawings.

PART 3 - EXECUTION

3.1 INSPECTION

A. Contractor shall examine locations where safety and disconnect switches are to be installed and notify the Commissioner in writing of conditions detrimental to proper and timely completion of work.

B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install safety and disconnect switches as required by all applicable codes and as shown on Drawings. Install safety and disconnect switches in accordance with manufacturer's written instructions, the applicable requirements of NEC, New York City Electrical Code recognized industry practices, and applicable portions of NECA's "Standard of Installation".

B. Coordinate the work as necessary to interface installation of safety and disconnect switches with other equipment in the area.

C. Coordinate safety and disconnect switch installation work with electrical raceway and cable work as necessary for proper interface.

D. Install disconnect switches within sight of motor-driven appliances, and motors and controllers, unless otherwise indicated.

E. Provide nameplate on switch, indicating equipment served.

3.3 FIELD QUALITY CONTROL

A. Upon completion of installation of safety and disconnect switches, test and inspect system to ensure compliance with requirements. When possible, field correct malfunctioning equipment, then retest to demonstrate compliance. Replace equipment that cannot be satisfactorily corrected.

B. Close all switches to check for proper energization of all loads.

PART 4 - APPROVED MANUFACTURERS

4.1 SAFETY AND DISCONNECT SWITCHES

A. Subject to compliance with requirements, provide products by one of the following or approved equal: Square D, Cutler Hammer, General Electric.

END OF SECTION 262816

SECTION 265100 - LIGHTING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 GENERAL REQUIREMENTS

A. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of the work, where applicable to Mechanical and Electrical Work.

B. The requirements of this Section shall apply to all Sections within this BID Package.

C. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

D. Section 260000 - General Provisions for Electrical Work shall apply.

E. Section 260010 - Special Requirements for Electrical Work shall apply.

1.3 DESCRIPTION OF WORK

A. Work includes providing all labor, materials, equipment, accessories, services and tests necessary to complete and make ready for operation by the City of New York, all lighting fixtures and the electronic dimming ballasts, in accordance with Drawings and Specifications.

1.4 QUALITY ASSURANCE

A. Manufacturers - Firms regularly engaged in manufacturer of lighting fixtures whose products have been in satisfactory use in similar service for not less than three (3) years.

B. Lighting fixtures shall be listed and labeled by Underwriters Laboratories, Inc. and shall comply with standards of NEMA, ANSI, OSHA, and National Electrical Code (NFPA 70) for construction and installation.

C. Ballasts shall comply with Certified Ballasts Manufacturers Association standards and shall carry the CBM mark on the label.

D. Provide lighting fixtures whose performance under specified conditions is certified by the manufacturer.

E. Provide lighting fixtures, ballasts, and lamps produced by a manufacturer listed as an approved manufacturer in this Section, or as scheduled on the Drawings.

F. Base manufacturers fixtures specifications to be met for materials, photometric performance, finishes, quality and physical appearance.

G. Provide electronic dimming ballasts and dimming devices produced by a manufacturer listed as an Approved Manufacturer in this Section.

H. Provide equipment whose performance under specified conditions is certified by the manufacturer.

I. Manufacturer shall have ISO 9001 and IEEE quality certification for a period of three (3) years or longer.

J. Dimming ballast shall be UL Listed, CSA Approved, MIL Std. 461E rated, NOM Certified (where appropriate) and Class P thermally protected.

1.5 SUBMITTALS

A. Submittals Package: Submit the shop drawings and product data submittals specified below at the same time as a package.

B. Shop Drawings:

1. Bill of materials.
2. Details of construction and finishes.
3. Drawings to scale.
4. Catalog cuts (without required details not acceptable).
5. Electrical ratings, mounting, ballasts, lenses, and lamps.
6. Certified photometric data.
7. Clear indication of assigned fixture type.
8. Installation instruction where required.
9. Air conditioning data
10. Lighting calculations for all typical areas.

C. Product Data:

1. Catalog sheets, specifications, wiring diagram and installation instructions.
2. Name, address and telephone number of nearest certified manufacturer's representative.

D. Contract Close-out Submittals:

1. Test Report: System acceptance test report.
2. Certified: Affidavit, signed by the manufacturer and Contractor, certifying that the equipment installation meets the manufacturer's requirements and the contract requirements and is operating properly.

3. Operation and Maintenance Data: Deliver six (6) copies of catalog cuts for all lamps, fixtures, and ballasts; and operation and maintenance data for each product, covering the installed products, to the City of New York's Representative.

1.6 SAMPLES

A. Submit for review, samples for lighting fixtures. The fixtures or components are to be tagged with the project name and fixture type. Samples shall be held by the Contractor available for reference throughout the construction period. Fixtures or components under the Contract shall be identical with the approved samples. No approved reference sample (fixture or component) is to be installed on the Project.

1. Submit one sample with lamps for all lighting fixture types.

1.7 MOCK-UP

A. Upon contract award, and in ample time not to affect completion schedule provide:

1. Mock-up including fixtures and all required equipment, control and services for light fixtures as directed by the Commissioner.
2. Mount equipment and wire-up as directed.
3. Locate mock-up at project site as directed.
4. All fixtures, ballasts, lamps, switches, dimmers, etc. shall be project specific to provide true/actual mock-up.

1.8 GUARANTEE

A. Refer to Section 260010 - Special Requirements for Electrical Work.

1.9 WARRANTY

A. Manufacturer shall provide a full five-year warranty on all ballasts on all dimming ballasts supplied inclusive of system commissioning by a factory-employed engineer. Warranty shall cover 100% of the cost to repair or replace any parts required over the first five years, which are directly attributable to the manufacturer.

B. Manufacturer warranty shall begin on the date of acceptance by the Commissioner.

PART 2 - PRODUCTS

2.1 LIGHTING FIXTURES - GENERAL

A. Furnish, install and connect interior lighting fixtures as scheduled on the Drawings, and as required for a complete and satisfactory operating system.

B. Actual location of fixtures shall be as shown on the architectural reflected ceiling plans, or as directed by the Commissioner. Spaces for fixture insertion will be provided under the Section

that covers the ceiling installation. The light fixtures including the plaster and other frames shall be installed by the Contractor. Contractor shall be responsible for obtaining the latest architectural plans, and field verification. The Contractor's attention is directed to the requirements of the acoustical ceiling, particularly to the need for close coordination between the ceiling construction details and lighting fixture design. The Contractor shall be responsible for coordinating mounting hardware to match ceiling type.

C. Lighting fixture catalog numbers shall be considered only as a guide. All fixtures must incorporate the general and particular requirements included in the Contract Documents. It may be necessary to modify the manufacturer's standard fixture corresponding to the designated type or catalog number.

D. All methods of construction and details of workmanship, where not specifically described or shown on the Drawings, shall be satisfactory to the Commissioner and shall be subject to his approval.

2.2 LIGHTING FIXTURES - FABRICATION

A. Provide required thickness of metal, plastic and composite materials so that all fixtures are rigid, stable, and will resist deflection, twisting, warping under normal installation, and relamping procedures.

1. All luminaire housings minimum 20 gauge cold rolled steel, unless a heavier gauge is specified or required by NEC or Local Codes.
2. All aluminum extrusion housing minimum 3/16" thick.
3. All spun, hydroformed, or sheet aluminum reflectors fabricated from #12 aluminum sheets minimum, 15 gauge (.057") or heavier.
4. All acrylic & polycarbonate lenses and/or diffusers minimum 1/8" thick.
5. All glass lenses and diffusers, unless specifically noted otherwise, shall be water white borosilicate or Corning Pyrex #7740 finish. Greenish tint lenses and diffusers are not acceptable.

B. Provide positive, durable, means of connection at all joints as required. No hollow rivets, unless specifically approved, are acceptable.

C. Provide neoprene, silicone, rubber, or other appropriate gasketing, stops, and barriers where required to prevent light leak, control sound and vibration, prevent water leaks and, if pertinent, water vapor penetration.

D. Provide finished product with the following minimum qualities:

1. Ground and/or burr free metal edges.
2. Tight fitting connections, hinges and closures.
3. Clean neat corners, edges, trims and frames.

E. All cast parts, including die-cast members, shall be of uniform quality; free from blow holes, pores, hard spots, shrinkage defects, cracks or other imperfections that affect strength and appearance, or are indicative of inferior metals or alloys.

2.3 FINISHES

A. Fixture finishes shall be applied in a manner that will assure a durable wear resistant surface.

1. Prior to finishing, all surfaces must be free from foreign materials such as dirt, rust, oil, polishing compounds and mold release agents.
2. Where necessary surface cleaned by accepted chemical means shall receive corrosion inhibiting (phosphating) treatment assuring positive paint adhesion.
3. All castings and extrusions machined, sanded or similarly treated, and given minimum one coat of baked-on clear methacrylate lacquer, unless a painted finish is specified.
4. Aluminum surfaces exposed to weather (other than anodized reflectors covered elsewhere) shall receive a duronodic or polyester powder paint finish as specified for corrosion resistance.
5. Sheet steel fixture housings, iron and steel parts, which have not received phosphating treatment ("Bonderizing" or similar process) or are to be utilized in exterior applications, shall be made corrosion resistant by zinc or cadmium plating or hot-dip galvanizing.
6. All exterior (visible) finishes must be approved by the Commissioner.

2.4 FIXTURE TRIMS

A. Fixtures shall have finish trim designed as specified in the Lighting Fixture Schedule.

B. Provide trim details as shown on the Drawings or as specified. The trim finish and dimensions are subject to the approval by the Commissioner.

1. Mitered corners shall be smoothed before shop finish is applied. No lapping of trim metal for all flush mounted ceiling trims for rectangular or square recessed fixtures.
2. All exposed ceiling trim and inside reveals on all fixtures shall be factory painted in a color to match the Commissioner's sample.

2.5 MARKING OF FIXTURES

A. Fixtures designed for voltages other than 110-125 volt circuits shall be clearly marked. The furnishing of lighting fixtures with the appropriate ballast voltage shall remain the Contractors responsibility.

B. Emergency light fixtures shall be marked with

One red dot (painted) – for fixtures fed from emergency panels.

Two red dots (painted) – for fixtures with battery packs.

Dots shall be ½" in diameter and located inside the fixture but visible from outside.

C. Refer to Section 260553 - Electrical Identification for additional requirements.

2.6 LAMPHOLDERS

A. Fluorescent lamp sockets operating with an open circuit voltage in excess of 300 volts shall be of the safety type, that open the supply circuit when the lamp is removed from the sockets.

2.7 LAMPS

A. Provide lamps for all luminaries specified and shown in Light Fixture Schedule on the Drawings.

B. Fluorescent lamps shall have a correlated color temperature of 3500 deg. K, and a minimum CRI of 15 years ISO 9002. Fluorescent lamps shall be energy saving, similar to Sylvania 800 Series F32T8/TL835 or GEF32T8/SPX35, for 48" long T-8 lamps, and of equivalent performance for lamps of other standard lengths and diameters.

C. All lamps shall be low mercury fluorescent lamps that comply with LEED Toxic Characteristic Leaching Procedure (TCLP) standard of 0.2 mg/liter of mercury by the Environmental Protection Agency (EPA) made fluorescent lamps a hazardous waste.

2.8 ELECTRONIC BALLASTS (FOR FLUORESCENT LAMPS)

A. Fixed Light Output Electronic Ballast for Fluorescent T8 Lamps (Based on Advance Centium T8 ballasts)

1. Ballast shall be physically interchangeable with standard electromagnetic or standard electronic ballasts, where applicable.
2. Ballast shall be provided with integral leads color-coded per ANSI C82.11.
3. Ballast shall contain auto restart circuitry in order to restart lamps without resetting power.
4. Ballast shall operate from 60 Hz input source of 120V, 277V as applicable with sustained variations of ± 10%(voltage and frequency) with no damage to the ballast. Universal Voltage Ballast Model shall operate from 50/60 Hz input source of 120V through 277V with sustained variations of ± 10% (108V to 305V, voltage and frequency) with no damage to the ballast.
5. Ballast shall be high frequency electronic type and operate lamps at a frequency above 42 kHz to avoid interference with infrared devices and eliminate visible flicker.
6. Ballast shall have a Power Factor greater than 0.98 for primary lamp.
7. Ballast shall have a minimum ballast factor for primary lamp application as follows: 0.88 for Normal Light Output.
8. Ballast shall provide for a Lamp Current Crest Factor of 1.7 or less in accordance with lamp manufacturer recommendations.
9. Ballast input current shall have Total Harmonic Distortion (THD) of less than 10% when operated at nominal line voltage with primary lamp.
10. Ballast shall have a Class A sound rating.
11. Ballast shall have a minimum starting temperature of -18C (0F) for standard T8 and Long Twin Tubelamps for primary lamp application.
12. Ballast shall tolerate sustained open circuit and short circuit output conditions without damage.

2.9 LED LUMINAIRES AND DRIVERS

A. LED luminaire shall be constructed and heat-sinked to maintain LED performance as reported by LED manufacturer and exhibited in IESNA LM-79 and LM-80 test reports.

B. LEDs shall be of the color temperature and Color Rendering Index (CRI) as specified on the drawings. Minimum LED performance shall be 70% lumen maintenance at 50,000 hours

operation at a forward current up to 700mA with junction temperature maintained at or below 135°C.

C. LED drivers shall be integral or remote type as specified on drawings and shall provide continuous current matched to LED array requirements. Driver shall High Power Factor (HPF) with <20% total harmonic distortion (THD) full load. Driver performance shall comply with the requirements of the Federal Communications Commission (FCC) rules and regulations, Title 47 CFR Part 15.

2.10 WIRING

A. All wiring shall comply with the following standards:

1. All wiring within lighting fixtures, or from the connection to the building wiring system, shall be as specified under Section 260519, "WIRE AND CABLE".
2. Wire leads to the receptacle or connector of any side prong incandescent lamp or any "cool-beam" lamp, or any lamp 200 watts and over shall be SF-2 (silicone rubber insulated) stranded wire.
3. Wiring within fixture housing is to be concealed, except where the fixture design or mounting dictates otherwise.
4. Wiring channels and wireways shall be free from projections and rough or sharp edges throughout, and at points or edges over which conductors must pass and may be subject to injury or wear.
5. Insulated bushings shall be installed at points of entrance and exit of flexible wiring.
6. All joints between fixture wiring shall be made with Buchanan #2008S or Thomas and Betts solderless connectors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Provide and install all lighting equipment described in the Contract Documents and/or as modified by approved shop drawings. Installation shall be carried out in accordance with N.E.C. requirements, manufacturer's instructions, and with recognized industry practices. Comply with NEMA standards and with applicable portions of NECA's "Standard of Installation".

1. Verify fixture locations with architectural plans, reflected ceiling plans and other references prior to installation.
2. Check for adequate headroom and non-interference with other equipment, such as ducts, pipes, openings, etc.
3. Install rows of fixtures in straight lines, except as noted. Install fixtures so that fixture doors open from same side.
4. Notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. The housing of recessed lighting fixtures shall be adequately protected during installation.

1. Provide internal blocking or framing to provide perfect linear alignment and to prevent distortion of sides or dislocation of matching parts.

C. Provide reinforcement of concrete pole foundations for all exterior pole mounted luminaires in accordance with details on drawings. Submit all pole foundation details to structural engineer and civil engineer for approval.

D. Housing installed directly in concrete shall be fabricated of hot dip galvanized steel or cast aluminum. Where cast aluminum housings are used, give two coats of asphaltum paint prior to installation. To prevent direct contact of housing to concrete, 1/8" thick x 2" diameter solid neoprene grommets shall be furnished at every point light fixture surfaces are mounted to concrete structure.

E. Install in accordance with the NEC, The National Electrical Contractors Association's "Standard of Installation", and in accordance with recognized industry practices to ensure that products serve the intended functions.

F. Devices shall be installed utilizing manufacturer's recommended application, wiring and installation instructions.

G. Contractor to provide seamless wallplate covers for all devices ganged in common box. Contractor shall provide barriers within the box where required by code.

3.2 SUPPORTS

A. Provide mounting frames (plaster frames for example) to other trades as required for installation and as called for under other sections of these Contract Documents. Frames are to be finished matte white baked enamel, unless otherwise noted.

B. Provide bars, angles or other attachment devices for all recessed fixtures. Fixtures shall be securely attached so there is minimum possible movement up, down, or sideways. Fixtures shall be mounted to permit access of wiring. Fastening devices shall be of a positive, locking type, and will not require the use of special tools to apply or remove. Tie shall not be used in place of fastening devices.

C. Fluorescent fixtures three feet in length or greater, or heavy incandescent fixtures shall not be supported directly from a suspended ceiling or the immediate hardware of a suspended ceiling (furring strips, inverted tees, Z-bar clips, etc.) from which the ceiling itself hangs. These fixtures shall be supported from the intermediate structural support system for the ceiling.

D. Additional running bars, shall be furnished by the Contractor for support of recessed fixtures and shall be utilized by the Contractor for that support. Where additional running bars can be furnished, the Contractor shall support weight of the fixture from the main running bars (black iron) or from the structural steel, or concrete, by means of inserts, handing rods, Kindorf or Unistrut channels.

E. Surface mounted or pendant fixtures mounted on suspended ceilings shall be supported by approved running straps, bars or channels from the top of the ceiling outlet box to the black iron where it exists or to the structural steel or concrete. Surface mounted or pendant fixtures installed on an existing suspended ceiling shall be supported in conformance with existing conditions or as shown on the Drawings.

F. Where necessary to meet Code requirements, enclosure housing shall be constructed to provide a one-hour fire rating.

G. Contractor shall be responsible for the necessary adjustments in ceiling required to install lighting fixtures. Contractor shall verify all ceiling conditions from the Architectural plans and furnish appropriate mounting details for each lighting fixture.

H. Provide pendant or surface mounted fixtures with required mounting devices and accessories. Coordinate locations of fixtures in mechanical areas, and if required, modify locations and mounting to suit conditions as directed. Provide mounting stems on pendant fixtures of the correct length to uniformly maintain the fixture heights shown on the Drawings, or established in the field.

3.3 ADJUSTMENT

A. After the installation of lighting fixtures is completed, fixtures so requiring (both interior and exterior units) shall be adjusted after dark under supervision of the Commissioner.

3.4 CLEANING

A. Lighting fixture mounting frames, plaster rings, etc. are required to be installed prior to the finishing assembly which shall not be installed until the project is "broom clean". When the fixture location or construction cannot permit sequential installation, the Contractor shall carefully protect all reflectors, lenses, flanges, and other visible surfaces.

B. Before final acceptance by the Commissioner, all protective (strippable) coatings, dust, finger marks, paint spots and any other materials deleterious to the appearance or functioning of the lighting fixtures must be removed. Abrasive cleaners are not permitted.

3.5 INSPECTION

A. Contractor shall examine location where the lighting fixtures are to be installed, determine space conditions and notify the Commissioner in writing of conditions detrimental to proper and timely completion of the work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

C. Prior to acceptance of lighting fixtures by the Commissioner, lighting equipment shall be in first class operating order and free from all defects (condition, finish, etc.).

D. Prior to acceptance of lighting fixtures by the Commissioner, all fixtures shall be relamped.

E. Prior to acceptance of lighting fixtures by the Commissioner, all equipment and necessary components shall be installed such as side panels, louvers, etc.

F. Fixtures shall be completely clean and free from finger marks, dust, plaster or paint spots.

G. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to the final inspection shall be replaced at no expense to the City of New York.

H. Exterior poles, bollards, bases and other exterior fixtures shall be painted to match factory color where finish is scratched or damaged.

I. Housings shall be rigidly installed and adjusted to a neat flush fit with the ceiling.

J. No light leaks shall be permitted at the ceiling line or from any visible part or joints.

K. Contractor shall submit written report documenting completion of lighting fixtures on a room-by-room basis.

3.6 FIELD QUALITY CONTROL

A. Upon completion of installation of lighting fixtures, and after energization, test system to demonstrate compliance with the contract requirements. When possible, correct malfunctioning units at the site and retest. Otherwise, remove and replace with new units.

B. Upon completion of the installation the system shall be completely commissioned by a factory-employed engineer. The commissioning shall be performed after all ballasts and controls have been installed and all wiring has been connected and checked for proper continuity. The factory-employed engineer shall calibrate and verify proper operation of the system and demonstrate and educate the owner's representative(s) on the system capabilities and operation.

C. Final tests and inspections shall be made prior to energization of the equipment. This shall include a thorough cleaning, tightening and review of all electrical connections and inspection of all grounding conductors.

D. Submit certified written report of test results to the Commissioner.

E. Correct installation of or replace electronic dimming ballasts and dimming devices not complying with manufacturer's standards.

PART 4 - MANUFACTURERS

4.1 LIGHTING FIXTURES

A. For lighting fixtures

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

   a. USAI Lighting, LLC
   b. Designplan Lighting Inc.
   c. Birchwood Lighting Inc.
   d. Tivoli, LLC
   e. Contech Lighting
   f. Cree, Inc.
   g. ALW, Architectural Lighting Works
   h. Neidhardt Lighting, Inc.
   i. Mule Lighting

j. Tech Lighting
k. CSL, Creative Systems Lighting, a division of Troy-CSL Lighting, Inc.
l. Edge Lighting, a division of PureEdge Lighting
m. Halo, a division of Cooper Lighting
n. Corelite, a division of Cooper Lighting

B. For ballasts

1. Subject to compliance with requirements, provide products by one of the following or approved equal: Advance Transformer Company, Lutron, Universal Lighting Technology.

C. For fluorescent emergency ballasts

1. Subject to compliance with requirements, provide products by one of the following or approved equal: Bodine, Lithonia, Iota.

D. For lamps

1. Subject to compliance with requirements, provide products by one of the following or approved equal: General Electric Company, Osram/Sylvania, Philips Lighting Company.

END OF SECTION 265100

SECTION 283100 - FIRE ALARM SYSTEM MODIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the project:

1. The Contract Drawings.
2. The Specifications.
3. The General Conditions.
4. The Addendum.
5. The Contract (City of New York Standard Construction Contract).

1.2 DESCRIPTION

A. Proprietary Item: The item specified within this section is a proprietary product. The Contractor is required to provide such item from the designated manufacturer. Substitutions are not permissible and will not be approved.

B. Allowance Amount: Not to Exceed $5,900.00.

C. Payment: The allowance set forth above is provided to reimburse the Contractor for purchase of the proprietary item. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.

D. This Section is to coordinate with and be complementary to the General Conditions and Supplementary General Conditions of work, wherever applicable to Mechanical and Electrical Work.

E. Section 260000 - General Provisions for Mechanical and Electrical Work shall apply.

F. Drawings are diagrammatic and are a graphic representation of contract requirements to the best available standards at the scale required.

1.3 SCOPE

A. The work covered by this Section of the Specifications shall include all labor, equipment, materials, services, modifications, hardware and software programming to furnish and install a complete fire alarm system:

1. Conduit and Wire (fire rated cable) per New York State Building Code, NFPA, local codes and all applicable standards and regulations.
2. Area smoke detectors (supplied and wired by this contractor).
3. Horns/strobe lights.
4. Strobe lights
5. Pull Stations
6. All modification, modules, accessories, etc. to the existing fire alarm system as required to accommodate all devices.
7. For connection to and integration with the existing fire alarm system, the following shall be provided:

    a. All necessary conduit, wiring and connections.
    b. All necessary physical modifications and module additions to the existing Fire Alarm System.

8. All fire watches as required.
9. All equipment shall be new and shall be compatible with existing fire alarm system.
10. Testing and certification.

B. In addition to any items specified in Part 'A' above, the existing fire alarm system modifications shall include but not limited to: equipment added as required for Strobe Power, strobes, interface with the Fire Alarm Control Panel, hardware and software, all modifications to existing fire alarm system.

1.4 APPLICABLE LISTINGS, CODES AND STANDARDS

A. All raceways and wiring shall be installed in compliance with all codes and regulations. All applicable portions of the Code shall be explicitly followed, in particular with regard to material type and quality, circuitry extensions from and connections to outlet and junction boxes, panel boards and similar appurtenances.

B. All installation shall comply with all applicable requirements of the NYC Building Code and NYC Fire Department applicable Rules and Regulations and Reference Standards, and all local authorities.

C. All equipment and its installation shall comply with all other local codes and authorities having jurisdiction.

D. The Contractor is responsible for coordinating with the building fire alarm system and providing all work as required to interface with the existing system.

1.5 RELATED DOCUMENTS

A. Prior to the commencement of work, the Contractor shall obtain all required permits and be responsible for filing/expediting the forms and drawings necessary for installation of the work. All permit and filing costs and inspections fees shall be included as part of the required work.

B. Local requirements shall be adhered to with regard to submitting riser diagrams, with sequence of operation for all related equipment. Responsibility for furnishing the quantities of copies of the related equipment drawings shall be included as part of the electrical work.

C. The Contractor shall submit a letter of approval of the installation, to the authority, before requesting final acceptance of the system.

1.6 RELATED WORK

A. The Contractor shall coordinate work in this Section with all other Sections. Work and/or equipment provided in other Sections and related to the tenant fire alarm system shall include, but not be limited to:

1. Duct smoke detectors to be installed by the Contractor. See Division 23. They shall be furnished, wired and connected to the fire alarm system by the Contractor.
2. Air handling system, fan and damper control and terminal points to be provided by the fan systems control equipment. See Division 23. They shall be wired and connected to the fire alarm system by the Contractor.
3. Existing Conditions:

   a. The Contractor shall visit the site to determine and verify all existing conditions. Existing conditions that would, in the Contractor's opinion, prohibit or greatly delay construction progress shall be brought to Commissioner's attention in writing.
   b. The Contractor shall test the existing fire alarm system equipment in the work areas to verify their proper operation. Any failures discovered during such testing shall be brought to Commissioner's attention in writing. All necessary repairs shall be the responsibility of the City of New York. No connections between the existing building fire alarm system and any new devices/equipment shall be made until all failures have been repaired and re-tested as acceptable.
   c. The Contractor shall provide for all necessary connections between new and existing fire alarm equipment.
   d. The Contractor shall retain the services of a technician, trained by the manufacturer of the existing fire alarm system, to provide services including, but not limited to the following:

      1) Define and supervise all connections between the existing fire alarm system all new devices/equipment.
      2) Provide all necessary modifications of the existing system, including all hardware and software changes.
      3) Define and supervise the connection of all new devices to the existing fire alarm system.
      4) Define and supervise the relocation of any existing fire alarm equipment and/or wiring in the renovation space. The Contractor shall tag all wires and record the panel and terminal from which the equipment or wire was removed. Re-connections shall be in accordance with the directions of said technician.

   e. Under no circumstances shall the existing fire alarm system be rendered inoperative for any period of time, without prior notification and approval of the City of New York, at least twenty-four (24) hours in advance of shutdown. Phasing of the work involving shutdowns shall be planned in close consultation with the Landlord's Director of Facilities, the Commissioner and local authorities having jurisdiction.

1.7 QUALITY ASSURANCE

A. It is the intent of these Specifications to modify the existing fire alarm system and to comply in all respects with the requirements of all applicable codes and standards. Equipment, material, installation practices, etc. that do not meet these requirements or codes or do not meet the performance standards herein specified shall not be acceptable.

B. All equipment furnished under this Specification shall be UL listed and FM approved, under the appropriate category.

C. Numbers and types of fire alarm system devices or circuits shall be as shown on the Drawings and as herein described in this Section. Should any conflicts arise between any Drawings and/or this Section, regarding the quantities of devices or circuits, the higher quantity or more stringent application shall apply.

D. The Contractor's installer shall have NICET Level II (or higher) certified fire alarm or special hazard associate engineering technician.

E. The installation and adjustment of the fire alarm system equipment to be performed by an installer licensed by New York City to install and service fire alarm systems.

1.8 SUBMITTAL REQUIREMENTS

A. Complete riser diagram showing all panels, equipment and all connections and number and size of all conductors. This drawing to include a sequence of operation of all systems.

B. Provide samples of various items when so requested.

C. A description, drawings, catalog cuts and all information regarding the system devices and its upgrade.

D. Floor plans.

E. Certification of compatibility of new devices to match existing system.

1.9 GUARANTEE

A. The equipment manufacturer shall directly guarantee the fire alarm system equipment to the City of New York for a period of two (2) years from the date of final acceptance of the system addition.

B. The Contractor shall guarantee all installed fire alarm system wiring and raceways to be free from inherent mechanical or electrical defects for one (1) year from the date of final acceptance of the system addition.

1.10 SYSTEM OPERATION

A. Shall match existing sequence of operation.

PART 2 - PRODUCTS

2.1 All products, wiring, devices, etc. shall be in accordance with building standards and match existing system. The existing panel SIEMENS.

2.2 The manufacturer's technician shall be licensed in New York State and shall supervise all fire alarm work and testing.

2.3 The smoke detectors shall match the existing equipment and be compatible with the existing system.

2.4 The strobes and strobe horns shall match the existing equipment and be compatible with the existing system.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

A. The Contractor shall receive and store all material and equipment necessary for the completion of the Project.

3.2 INSTALLATION

A. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturer's wiring diagrams and all applicable codes and regulations. The Contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation.

B. Area Smoke Detectors

1. The Contractor shall furnish and wire the area smoke detectors.
2. Do not install area smoke detectors until the Work (including cleaning) of all trades in the building has been completed and the air handling systems have been run for a minimum of four (4) hours. Protect all installed smoke sensor heads during construction, with plastic bags, until the final acceptance test. Any sensor cleaning costs, necessitated by failure to protect the duct smoke sensor heads, shall be the responsibility of the Trade.

C. Horns/Strobe Lights

1. The Contractor shall furnish and install horns/strobe lights where shown on the Drawings.
2. The horizontal centerline of an alarm strobe light and/or the horizontal center line of the alarm strobe light component of an audio/visual combination assembly shall be located eighty inches above the finished floor (80" AFF).

D. Wiring

1. All wiring shall be fire rated and as follows:

a. Of the size and configuration type recommended by the manufacturer for each type of circuit in the system and meet the requirements below.

b. Solid copper conductors only. Aluminum conductors or copper clad, plated or coated aluminum conductors shall not be acceptable.
c. Color-coded throughout.
d. In conformance with the applicable Building Codes, and standards.
e. Approved by the local fire department having jurisdiction.
f. A minimum of No. 16 AWG., unless otherwise noted.
g. Fire rated teflon insulation.
h. Run in conduit.

2. All wires shall test free from grounds and crosses between conductors.
3. Circuit wiring from the existing system to the devices installed in the space shall be a minimum of as follows. The Contractor is responsible for verifying and providing actual wiring requirements with manufacturer.

a. Each existing alarm device circuit extension: Four (4) No. 16 AWG., twisted and shielded, copper conductors.
b. Each alarm device circuit: Two (2) No. 16 AWG., twisted and shielded, copper conductors.
c. Each existing alarm strobe light circuit extension: Four (4) No. 14 AWG., copper conductors.
d. Each alarm strobe light circuit: Two (2) No. 14 AWG., copper conductors.
e. Pull station Extension: Four (4) No.16, twisted conductors.
f. Signaling line, initiating, and notification circuits shall not exceed 75% of the manufacturer's identified capacity.

E. Conduit and Raceways

1. All penetrations of floor slabs and firewalls shall be fire stopped in accordance with all local fire codes.
2. Fire alarm system terminal and junction locations shall be identified in accordance with NFPA Standard 70, Section 760-3. Terminal and junction boxes shall be painted red, preventing unintentional interference with the fire alarm system addition wiring during testing, servicing and additional modifications to the system.

F. End of line devices (resistors, diodes, capacitors, etc.) shall be furnished as required for mounting as directed by the manufacturer.

G. System's Programming Requirements

1. Description for fire alarm control panel shall utilities room/space designations and numbers to be used by the facility after occupancy. Descriptors to be approved by the Commissioner.
2. Contractor shall allow for three (3) fire alarm system programming as directed by the City of New York.
3. FASP messaged must be approved by the engineer and that custom messages be provided as directed.

H. All final connections between system control equipment and the field circuit wiring shall be made under the supervision of a trained manufacturer's technical representative.

3.3 CLEAN UP

A. Upon completion of the installation, all debris created by the installation shall be removed from the premises or disposed of as directed by the Commissioner.

3.4 TESTS

A. Prior to the final acceptance test, the Contractor and a trained manufacturer's technical representative shall test the completed system addition for proper operation. The system addition shall be demonstrated to perform all of the functions as listed below. Any system addition equipment or wiring failures discovered during said test shall be repaired or replaced before requesting scheduling of the final acceptance test.

B. The system shall be tested for final acceptance in the presence of the Commissioner's representative, the local Code enforcement official, Contractor's representative and the Manufacturer's representative.

C. During the final acceptance test:

1. Every new manual fire alarm station shall be tested.
2. Every new smoke detector shall be tested.
3. Every new visual alarm-signaling device shall be flashed.
4. Every system control and monitor function shall be tested for its proper operation.
5. All new and existing supervised circuits shall be opened at two (2) locations to test for proper supervision.
6. The system communications and alarm, supervisory and trouble indications at the existing, Fire Alarm Control Panel shall be verified.

D. Upon successful completion of all final acceptance tests, the Contractor's and Manufacturer's representatives shall each author and sign a letter confirming the successful completion of testing. Two (2) copies of each letter shall be forwarded to the Commissioner's representative and the local Code enforcement official.

E. All final acceptance testing shall be done at a time convenient to the local Code enforcement official and the Commissioner's representatives and all testing costs shall be born by the Contractor as part of the Contract.

F. Install fire alarm devices, wiring and equipment as indicated and in accordance with manufacturer's written instructions, requirements of applicable Standards, and NECA's "Standard of Installation," and in accordance with recognized industry practices to ensure that installation complies with requirements and serves intended function.

G. Protect all equipment from dirt, moisture and construction debris, subsequent and during installation until project is accepted by the Commissioner.

H. The Contractor to furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for a complete installation. All wiring types as recommended by the manufacturer.

I. A factory trained technician to supervise the final connections, tests and adjustments of all equipment upon completion. Each device to be tested by the manufacturer's representative in the

presence of the Commissioner's representative; a test report completed in triplicate, and signed by the Commissioner's representative to indicate that he witnessed the testing of the system. A copy of the test report shall be posted adjacent to the emergency control equipment and enclosed in a glass directory frame, stainless steel.

J. The Contractor to provide and install visual fire alarm strobe devices in the locations shown on the drawings for indication of the activation of the building fire alarm system. Wire the devices to the existing alarm control panel. Provide all equipment and materials necessary to provide this operation.

K. Upon completion and prior to all acceptance, perform complete system tests as follows:

1. Actuate all manual and automatic initiating devices one at a time and verify proper operation.
2. Correct or adjust items not found acceptable by authorized representative.
3. Repeat tests to indicate corrected items.

L. Guarantee

1. All components, parts and assemblies supplied by the manufacturer to be guaranteed against defects in materials and workmanship for a period of twelve (12) months from City of New York and Fire Department acceptance.

M. The Contractor to guarantee all wiring to be free from inherent mechanical and electrical defects for one year. The manufacturer to furnish a one-year Maintenance Guarantee, free of charge to the City of New York effective from the date of installation for maintenance and inspections of the manufacturer's equipment; with a minimum of two inspections during the contract year. A local manufacturer's service department which stock standard parts to be available to the City of New York. If required, maintenance is to be performed during normal working hours at no cost to the City of New York for a period of twelve (12) months from the completion date of the installation, unless damage is caused by misuse, abuse or accident.

3.5 DOCUMENTATION AND TRAINING:

A. The Contractor shall, with the assistance of the manufacturer, compile and provide to the City of New York, six (6) complete manuals on the finished system addition to include:

1. Operating instructions for this specific system addition to include operator instructions for each required mode of operation and routine troubleshooting procedures.
2. Preventive and required maintenance schedules for each type of system addition equipment and/or accessory.
3. Manufacturer's catalog pages of all equipment and components provided.
4. Manufacturer's suggested spare parts list.
5. All as-built, floor wiring and conduit diagrams. Floor plan diagrams shall indicate actual locations of each item of fixed equipment, and show interconnecting wiring.

B. In addition to the above manuals, the Contractor shall provide the services of a trained manufacturer's employee for two (2) periods of four (4) hours each, during normal business hours, to instruct the building's designated personnel on the operation and maintenance of the entire system.

C. The Contractor shall, with the assistance of the manufacturer, compile and provide to the Landlord and Tenant, six (6) complete manuals on the finished system to include:

1. Operating instructions for this specific system to include operator instructions for each required mode of local operation and routine troubleshooting procedures.
2. Preventive and required maintenance schedules for each type of system addition equipment and/or accessory.
3. Manufacturer's catalog pages of all equipment and components provided.
4. Manufacturer's suggested spare parts list.
5. All as-built, floor wiring and conduit diagrams. Floor plan diagrams shall indicate actual locations of each item of fixed equipment, and show interconnecting wiring.

D. In addition to the above manuals, the Contractor shall provide the services of a trained manufacturer's employee for two (2) periods of four (4) hours each, during normal business hours, to instruct the Landlord's and Tenant's designated personnel on the local operation and maintenance of the entire system.

E. System documentation shall be furnished to the owner and shall include but not be limited to the following:

1. System record drawings and wiring details including one set of reproducible masters and drawings on CD or DVD in a DXF format suitable for use in a CAD drafting program.
2. System operation, installation and maintenance manuals.
3. Written documentation for all logic modules as programmed for system operation with a matrix showing interaction of all input signals with output commands.
4. Documentation of system voltage, current and resistance readings taken during the installation, testing and ATP phases of the system installation.
5. System program showing system functions, controls and labeling of equipment and devices. Also provide a 3.5" floppy diskette with system file.

3.6 MAINTENANCE GUARANTEE:

A. The equipment manufacturer shall make available a fully equipped service organization, capable of guaranteeing an on-site service response time within eight (8) hours to a service request call. Said service shall be available twenty-four (24) hours per day and seven (7) days per week.

B. The equipment manufacturer shall make available, to the City of New York, a price quotation for a one (1) year maintenance and testing agreement for the system addition, to take effect on the date of final acceptance.

PART 4 - MANUFACTURERS

4.1 The existing fire alarm system is manufactured by SIEMENS. Contact Jeffrey Tolodo at (732) 757-7847: Jeffrey.tolodo@siemens.com

END OF SECTION 283100

FMS ID: **PV488-BN**

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

Department of Design and Construction

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

CONTRACT NO. 1 **GENERAL CONSTRUCTION**

BronxNet Public Access Media Facilities Renovation

LOCATION: **2790 Goulden Avenue**
BOROUGH: **Bronx 10468**
CITY OF NEW YORK

Contractor

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____